SERFF Tracking Number: TRGR-125723674 State: Arkansas
Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Filing Company: Republic Underwriters Insurance Company
Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

# Filing at a Glance

Company: Republic Underwriters Insurance Company

Product Name: RoadMaster Personal Auto SERFF Tr Num: TRGR-125723674 State: Arkansas

Program

TOI: 19.0 Personal Auto SERFF Status: Closed State Tr Num: #7794342 \$50 Sub-TOI: 19.0001 Private Passenger Auto Co Tr Num: 08-159 State Status: Fees verified and

(PPA) received

Filing Type: Form Co Status: Submitted Reviewer(s): Alexa Grissom, Betty

Montesi

Author: William Bradford Disposition Date: 11/20/2008

Date Submitted: 11/14/2008 Disposition Status: Approved

Effective Date Requested (New): 01/15/2009 Effective Date (New): 01/15/2009

Effective Date Requested (Renewal): 01/15/2009 Effective Date (Renewal):

State Filing Description:

# **General Information**

Project Name: Initial Form and Endorsement Filing Status of Filing in Domicile: Authorized

Project Number: 08-159

Reference Organization: see notes

Reference Title: see notes

Advisory Org. Circular: see notes

Filing Status Changed: 11/20/2008

State Status Changed: 11/20/2008 Deemer Date:

Corresponding Filing Tracking Number: 08-238 (TRGR-125887918)

Filing Description:

This is the initial filing of our personal auto program forms and endorsements. Most are standard ISO forms and endorsements but we are adding several company specific endorsements.

# **Company and Contact**

# **Filing Contact Information**

Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

William Bradford, Senior Products Filing bill.bradford@republicgroup.com

Specialist

5525 LBJ Freeway (972) 788-6617 [Phone] Dallas, TX 75240 (972) 788-6022[FAX]

**Filing Company Information** 

Republic Underwriters Insurance Company CoCode: 24538 State of Domicile: Texas

5525 LBJ Freeway Group Code: 3489 Company Type:
Dallas, TX 75240-6241 Group Name: The Republic Group State ID Number:

(972) 788-6001 ext. [Phone] FEIN Number: 75-1221537

-----

Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

# **Filing Fees**

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: 1 company X \$50

Per Company: No

CHECK NUMBER CHECK AMOUNT CHECK DATE 0007794342 \$50.00 11/13/2008

\$0.00

SERFF Tracking Number: TRGR-125723674 State: Arkansas
Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

# **Correspondence Summary**

Alexa Grissom

# **Dispositions**

Status Created By Created On Date Submitted

11/20/2008

11/20/2008

# **Amendments**

Approved

Item	Schedule	Created By	Created On	Date Submitted
ARKANSAS UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE		William Bradford	11/17/2008	11/17/2008
SELECTION REJECTION				

Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

# **Disposition**

Disposition Date: 11/20/2008

Effective Date (New): 01/15/2009

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TRGR-125723674 State: Arkansas
Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Personal Auto Policy	Approved	Yes
Form	Amendment of Policy Provisions – Arkansas	Approved	Yes
Form	Your Personal Auto Policy Quick Reference	Approved	Yes
Form	Coverage For Damage To Your Auto Exclusion Endorsement	Approved	Yes
Form	Arkansas Fraud Statement	Approved	Yes
Form	Arkansas Notice	Approved	Yes
Form	Important Notice About The Protection Of Your Privacy	Approved	Yes
Form	Optional Limits Transportation Expenses Coverage	Approved	Yes
Form	Loss Payable Clause	Approved	Yes
Form	EXTENDED NON-OWNED COVERAGE - VEHICLES FURNISHED OR AVAILABLE FOR REGULAR USE	Approved	Yes
Form	Trailer/Camper Body Coverage (Maximum Limit Of Liability)	Approved	Yes
Form	Additional Insured – Lessor	Approved	Yes
Form	Limited Mexico Coverage	Approved	Yes
Form	Miscellaneous Type Vehicle Endorsemen	tApproved	Yes
Form	Miscellaneous Type Vehicle Amendment (Motor Homes)	Approved	Yes
Form	Personal Injury Protection Coverage – Arkansas	Approved	Yes
Form	Uninsured Motorists Coverage – Arkansas	Approved	Yes
Form	Underinsured Motorists Coverage – Arkansas	Approved	Yes
Form	Named Driver Exclusion Endorsement – Arkansas	Approved	Yes
Form	RoadMaster Deluxe Package	Approved	Yes

Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

Form Republic Roadside Service & Assistance Approved Yes

Form RoadMaster New Auto Replacement Approved Yes

Coverage

Form (revised) ARKANSAS UNINSURED MOTORISTS Approved Yes

COVERAGE AND UNDERINSURED

MOTORISTS COVERAGE SELECTION/REJECTION

Form ARKANSAS UNINSURED MOTORISTS Approved Yes

COVERAGE AND UNDERINSURED

MOTORISTS COVERAGE SELECTION/REJECTION

Form PERSONAL INJURY PROTECTION Approved Yes

**COVERAGE- ARKANSAS SELECTION** 

**REJECTION** 

Form Declarations Page Approved Yes

Form ID Card Approved Yes

Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

**Amendment Letter** 

Amendment Date:

Submitted Date: 11/17/2008

Comments:

We are making some editorial changes to one form.

**Changed Items:** 

Form Schedule Item Changes:

Form	Form	Edition	Form	Action	Replaced	<b>Previous</b>	Readability	Attachments
Name	Number	Date	Type		Form #	Filing #	Score	
ARKANSAS	RA U 003	12 08	Election	/ New				RA U 003 12
UNINSURE			Rejection	)				08 UMSel-
D			n/Suppl	е				Rej.pdf
MOTORIST			mental					
S			Applicat	ti				
COVERAGE	<b>=</b>		ons					

**AND** 

**UNDERINS** 

URED

**MOTORIST** 

S

COVERAGE

SELECTION /REJECTIO

N

SERFF Tracking Number: TRGR-125723674 State: Arkansas
Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

# **Form Schedule**

Review	Form Name	Form #	Edition	Form Type Action	Action Specific	Readability	Attachment
Status			Date		Data		
Approved	Personal Auto Policy	PP 00 01	01 05	Policy/CoveNew rage Form			PP0001.pdf
Approved	Amendment of Policy Provisions – Arkansas	PP 01 77	10 07	Endorseme New nt/Amendm ent/Conditi ons			PP0177.pdf
Approved	Your Personal Auto Policy Quick Reference	PP R 001	01 05	Other New			PPR0011O. pdf
Approved	Coverage For Damage To Your Auto Exclusion Endorsement	PP 13 01	12 99	Endorseme New nt/Amendm ent/Conditi ons			1301.pdf
Approved	Arkansas Fraud Statement	IL N 01 16	6 09 03	Disclosure/ New Notice			ILN0169.pdf
Approved	Arkansas Notice	PP 13 85	06 03	Endorseme New nt/Amendm ent/Conditi ons			PP 13 85 06 03.pdf
Approved	Important Notice About The Protection Of Your Privacy	PR 2001	08 04	Disclosure/ New Notice			PR2001-08 04 Privacy Notice.pdf
Approved	Optional Limits Transportation Expenses Coverage	PP 03 02	06 98	Endorseme New nt/Amendm ent/Conditi ons			PP0302.pdf
Approved	Loss Payable Clause	PP 03 05	08 86	Endorseme New nt/Amendm ent/Conditi ons			PP0305.pdf
Approved	EXTENDED NON-OWNED	PP 03 06	01 05	Endorseme New nt/Amendm			PP 03 06 extended

Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

COVERAGE - ent/Conditi nonowned.p

VEHICLES ons df

FURNISHED OR AVAILABLE FOR REGULAR USE

Approved Trailer/Camper PP 03 07 01 05 Endorseme New PP0307.pdf

Body Coverage nt/Amendm (Maximum Limit ent/Conditi

Of Liability) ons

Approved Additional PP 03 19 08 86 Endorseme New PP0319.pdf

Insured – Lessor nt/Amendm

ent/Conditi

ons

Approved Limited Mexico PP 03 21 01 05 Endorseme New PP0321.pdf

Coverage nt/Amendm

ent/Conditi

ons

Approved Miscellaneous PP 03 23 01 05 Endorseme New PP0323.pdf

Type Vehicle nt/Amendm
Endorsement ent/Conditi

ons

Approved Miscellaneous PP 03 28 06 98 Endorseme New 0328.pdf

Type Vehicle nt/Amendm
Amendment ent/Conditi

(Motor Homes) ons

Approved Personal Injury PP 05 82 10 07 Endorseme New PP 05 82.pdf

Protection nt/Amendm Coverage – ent/Conditi

Arkansas ons

Approved Uninsured PP 04 95 10 07 Endorseme New PP 04 95.pdf

Motorists nt/Amendm Coverage – ent/Conditi

Arkansas ons

Approved Underinsured PP 04 34 10 07 Endorseme New PP 03 34.pdf

Motorists nt/Amendm
Coverage – ent/Conditi

Arkansas ons

Approved Named Driver PP 13 37 10 07 Endorseme New PP 13 37.pdf

Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

Exclusion nt/Amendm Endorsement – ent/Conditi

Arkansas ons

Approved RoadMaster RA 111 02 08 Endorseme New RA 111 12

Deluxe Package nt/Amendm 08 RM ent/Conditi Deluxe

ons

Approved Republic RA 205 12 08 Endorseme New RA 205 12

Roadside Service nt/Amendm 08 Republic & Assistance ent/Conditi Roadside ons Service and

Assistance.p

Package.pdf

df

Approved RoadMaster New RA 110 03 08 Endorseme New New Auto

Auto nt/Amendm Replacement ent/Conditi t 08 .pdf

Coverage ons

Approved ARKANSAS RA U 003 12 08 Election/Re New RA U 003 12

UNINSURED jection/Sup 08 UMSel-MOTORISTS plemental Rej.pdf

COVERAGE Application

AND s

UNDERINSURE D MOTORISTS COVERAGE SELECTION/REJ

**ECTION** 

Approved PERSONAL RAU 700 12 08 Election/Re New RAU 700 12

INJURY jection/Sup 08AR PIP
PROTECTION plemental Rej.pdf

COVERAGE- Application

ARKANSAS s

SELECTION

REJECTION

Approved Declarations AR-ALPS-01 09 Declaration New Dec.pdf

Page DEC s/Schedule

Approved ID Card AR-ALPS-01 09 Other New ID card.pdf

A-ID

#### PERSONAL AUTO POLICY

#### **AGREEMENT**

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

#### **DEFINITIONS**

- A. Throughout this policy, "you" and "your" refer to:
  - The "named insured" shown in the Declarations; and
  - The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

- **1.** The end of 90 days following the spouse's change of residency;
- The effective date of another policy listing the spouse as a named insured; or
- 3. The end of the policy period.
- **B.** "We", "us" and "our" refer to the Company providing this insurance.
- **C.** For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:
  - 1. Under a written agreement to that person; and
  - 2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

- **D.** "Bodily injury" means bodily harm, sickness or disease, including death that results.
- E. "Business" includes trade, profession or occupation.
- **F.** "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.
- G. "Occupying" means:
  - **1.** In;
  - 2. Upon; or
  - **3.** Getting in, on, out or off.
- **H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- I. "Trailer" means a vehicle designed to be pulled by a:
  - 1. Private passenger auto; or

2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in **1.** or **2.** above.

- J. "Your covered auto" means:
  - 1. Any vehicle shown in the Declarations.
  - 2. A "newly acquired auto".
  - 3. Any "trailer" you own.
  - 4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
    - a. Breakdown;
    - **b.** Repair:
    - c. Servicing;
    - d. Loss; or
    - e. Destruction.

This Provision (J.4.) does not apply to Coverage For Damage To Your Auto.

- K. "Newly acquired auto":
  - 1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
    - a. A private passenger auto; or
    - **b.** A pickup or van, for which no other insurance policy provides coverage, that:
      - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
      - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
        - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
        - (b) For farming or ranching.
  - 2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.
  - If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
- **b.** Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
  - (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
  - (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
  - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

## PART A - LIABILITY COVERAGE

#### **INSURING AGREEMENT**

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in this Part means:
  - 1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
  - 2. Any person using "your covered auto".
  - **3.** For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

#### SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

- Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
- 2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
- Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

- **4.** Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
- Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

#### **EXCLUSIONS**

- A. We do not provide Liability Coverage for any "insured":
  - **1.** Who intentionally causes "bodily injury" or "property damage".
  - **2.** For "property damage" to property owned or being transported by that "insured".
  - **3.** For "property damage" to property:
    - a. Rented to:
    - **b.** Used by; or
    - c. In the care of:

that "insured".

This Exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

- 4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
- 5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (A.5.) does not apply to a share-the-expense car pool.
- 6. While employed or otherwise engaged in the "business" of:
  - a. Selling;
  - **b.** Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking:

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- **a.** You;
- b. Any "family member"; or
- **c.** Any partner, agent or employee of you or any "family member".

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.

This Exclusion (A.7.) does not apply to the maintenance or use of a:

- a. Private passenger auto;
- **b.** Pickup or van; or
- c. "Trailer" used with a vehicle described in a. or b. above.
- 8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "family member" using "your covered auto" which is owned by you.
- For "bodily injury" or "property damage" for which that "insured":
  - a. Is an insured under a nuclear energy liability policy; or
  - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association:
- **b.** Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.
- **B.** We do not provide Liability Coverage for the ownership, maintenance or use of:
  - 1. Any vehicle which:
    - a. Has fewer than four wheels; or
    - **b.** Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- **a.** While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer"; or
- c. To any non-owned golf cart.
- 2. Any vehicle, other than "your covered auto", which is:
  - a. Owned by you; or
  - **b.** Furnished or available for your regular use.
- Any vehicle, other than "your covered auto", which is:
  - a. Owned by any "family member"; or
  - **b.** Furnished or available for the regular use of any "family member".

However, this Exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or
- **b.** Furnished or available for the regular use of a "family member".
- **4.** Any vehicle, located inside a facility designed for racing, for the purpose of:
  - a. Competing in; or
  - b. Practicing or preparing for;

any prearranged or organized racing or speed contest.

#### **LIMIT OF LIABILITY**

A. The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds":
- 2. Claims made;
- Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the auto accident.
- **B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  - 1. Part B or Part C of this policy; or

**2.** Any Underinsured Motorists Coverage provided by this policy.

#### **OUT OF STATE COVERAGE**

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
  - A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
  - A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

#### FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

#### **OTHER INSURANCE**

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

#### PART B - MEDICAL PAYMENTS COVERAGE

## **INSURING AGREEMENT**

- **A.** We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":
  - 1. Caused by accident; and
  - 2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- **B.** "Insured" as used in this Part means:
  - 1. You or any "family member":
    - a. While "occupying"; or
    - **b.** As a pedestrian when struck by;
    - a motor vehicle designed for use mainly on public roads or a trailer of any type.
  - Any other person while "occupying" "your covered auto".

#### **EXCLUSIONS**

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

- 1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
- 2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
- **3.** Sustained while "occupying" any vehicle located for use as a residence or premises.
- **4.** Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
- 5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by you; or
  - **b.** Furnished or available for your regular use.
- 6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by any "family member"; or
  - **b.** Furnished or available for the regular use of any "family member".

However, this Exclusion (6.) does not apply to you.

- 7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
- 8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
  - a. Private passenger auto;
  - **b.** Pickup or van; or
  - **c.** "Trailer" used with a vehicle described in **a.** or **b.** above.
- 9. Caused by or as a consequence of:
  - a. Discharge of a nuclear weapon (even if accidental);
  - **b.** War (declared or undeclared);
  - c. Civil war;
  - d. Insurrection; or
  - e. Rebellion or revolution.

- From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - a. Nuclear reaction;
  - b. Radiation; or
  - c. Radioactive contamination.
- 11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
  - a. Competing in; or
  - b. Practicing or preparing for;

any prearranged or organized racing or speed contest.

#### LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
  - 1. "Insureds";
  - 2. Claims made:
  - Vehicles or premiums shown in the Declarations; or
  - 4. Vehicles involved in the accident.
- **B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  - 1. Part A or Part C of this policy; or
  - 2. Any Underinsured Motorists Coverage provided by this policy.

### OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

#### PART C - UNINSURED MOTORISTS COVERAGE

## **INSURING AGREEMENT**

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":
  - 1. Sustained by an "insured"; and
  - 2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us

- B. "Insured" as used in this Part means:
  - 1. You or any "family member".
  - 2. Any other person "occupying" "your covered auto".
  - 3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- **C.** "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
  - **1.** To which no bodily injury liability bond or policy applies at the time of the accident.
  - 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
  - **3.** Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
    - a. You or any "family member";
    - **b.** A vehicle which you or any "family member" are "occupying"; or
    - c. "Your covered auto".
  - **4.** To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
    - a. Denies coverage; or
    - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

**1.** Owned by or furnished or available for the regular use of you or any "family member".

- Owned or operated by a self-insurer under any applicable motor vehicle law, except a selfinsurer which is or becomes insolvent.
- 3. Owned by any governmental unit or agency.
- 4. Operated on rails or crawler treads.
- Designed mainly for use off public roads while not on public roads.
- While located for use as a residence or premises.

#### **EXCLUSIONS**

- **A.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
  - By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  - 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- **B.** We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
  - If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
  - While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a sharethe-expense car pool.
  - 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
  - 1. Workers' compensation law; or
  - 2. Disability benefits law.
- **D.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

#### LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds":
- 2. Claims made;
- Vehicles or premiums shown in the Declarations: or
- 4. Vehicles involved in the accident.
- **B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  - 1. Part A or Part B of this policy; or
  - **2.** Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
  - 1. Workers' compensation law; or
  - 2. Disability benefits law.

#### OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

- Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

- **3.** If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

#### **ARBITRATION**

- A. If we and an "insured" do not agree:
  - **1.** Whether that "insured" is legally entitled to recover damages; or
  - As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
  - 1. Pay the expenses it incurs; and
  - Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
  - Whether the "insured" is legally entitled to recover damages; and
  - 2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

#### PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

#### **INSURING AGREEMENT**

- A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:
  - 1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
  - **2.** "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

**B.** "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

- 1. Missiles or falling objects;
- **2.** Fire:
- 3. Theft or larceny;
- 4. Explosion or earthquake;
- **5.** Windstorm:
- **6.** Hail, water or flood;
- 7. Malicious mischief or vandalism;
- 8. Riot or civil commotion;
- 9. Contact with bird or animal; or
- 10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

- C. "Non-owned auto" means:
  - Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
  - 2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
    - a. Breakdown;
    - **b.** Repair;
    - c. Servicing;

- d. Loss; or
- e. Destruction.

#### TRANSPORTATION EXPENSES

- **A.** In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:
  - Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
    - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
    - "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
  - 2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:
    - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
    - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$20 per day.

- **B.** Subject to the provisions of Paragraph **A.**, if the loss is caused by:
  - A total theft of "your covered auto" or a "nonowned auto", we will pay only expenses incurred during the period:
    - a. Beginning 48 hours after the theft; and
    - **b.** Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
  - 2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

#### **EXCLUSIONS**

We will not pay for:

- Loss to "your covered auto" or any "nonowned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-theexpense car pool.
- 2. Damage due and confined to:
  - a. Wear and tear;
  - **b.** Freezing;
  - Mechanical or electrical breakdown or failure; or
  - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

- 3. Loss due to or as a consequence of:
  - a. Radioactive contamination;
  - b. Discharge of any nuclear weapon (even if accidental);
  - c. War (declared or undeclared);
  - d. Civil war;
  - e. Insurrection; or
  - f. Rebellion or revolution.
- 4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
  - a. Radios and stereos;
  - **b.** Tape decks;
  - c. Compact disk systems;
  - d. Navigation systems;
  - e. Internet access systems;
  - f. Personal computers;
  - g. Video entertainment systems;
  - h. Telephones;
  - i. Televisions;
  - j. Two-way mobile radios;
  - k. Scanners; or
  - I. Citizens band radios.

This Exclusion (4.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

5. Loss to tapes, records, disks or other media used with equipment described in Exclusion 4.

**6.** A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion (6.) does not apply to the interests of Loss Payees in "your covered auto".

- 7. Loss to:
  - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
  - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
    - (1) Cooking, dining, plumbing or refrigeration facilities;
    - (2) Awnings or cabanas; or
    - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (7.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- **b.** "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
  - (1) Acquire during the policy period; and
  - (2) Ask us to insure within 14 days after you become the owner.
- 8. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
- **9.** Loss to equipment designed or used for the detection or location of radar or laser.
- Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
  - **a.** Special carpeting or insulation;
  - **b.** Furniture or bars;
  - **c.** Height-extending roofs; or
  - **d.** Custom murals, paintings or other decals or graphics.

This Exclusion (10.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

- **11.** Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
  - a. Selling;
  - **b.** Repairing;

- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

- **12.** Loss to "your covered auto" or any "nonowned auto", located inside a facility designed for racing, for the purpose of:
  - a. Competing in; or
  - b. Practicing or preparing for;

any prearranged or organized racing or speed contest.

- **13.** Loss to, or loss of use of, a "non-owned auto" rented by:
  - a. You; or
  - **b.** Any "family member";

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

#### **LIMIT OF LIABILITY**

- A. Our limit of liability for loss will be the lesser of the:
  - Actual cash value of the stolen or damaged property; or
  - Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

- Any "non-owned auto" which is a trailer is \$1500.
- 2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
- **B.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- **C.** If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### **PAYMENT OF LOSS**

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

- 1. You; or
- 2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

#### NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

#### OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

- Any coverage provided by the owner of the "non-owned auto";
- Any other applicable physical damage insurance:
- **3.** Any other source of recovery applicable to the loss.

#### **APPRAISAL**

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
  - 1. Pay its chosen appraiser; and
  - Bear the expenses of the appraisal and umpire equally.
- **B.** We do not waive any of our rights under this policy by agreeing to an appraisal.

#### PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- **A.** We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- **B.** A person seeking any coverage must:
  - Cooperate with us in the investigation, settlement or defense of any claim or suit.
  - Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
  - **3.** Submit, as often as we reasonably require:
    - **a.** To physical exams by physicians we select. We will pay for these exams.
    - **b.** To examination under oath and subscribe the same.
  - 4. Authorize us to obtain:
    - a. Medical reports; and

- **b.** Other pertinent records.
- **5.** Submit a proof of loss when required by us.
- C. A person seeking Uninsured Motorists Coverage must also:
  - Promptly notify the police if a hit-and-run driver is involved.
  - Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage For Damage To Your Auto must also:
  - 1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
  - Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
  - **3.** Permit us to inspect and appraise the damaged property before its repair or disposal.

#### **PART F - GENERAL PROVISIONS**

#### **BANKRUPTCY**

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

## **CHANGES**

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- **B.** If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
  - The number, type or use classification of insured vehicles;
  - 2. Operators using insured vehicles:
  - The place of principal garaging of insured vehicles;
  - 4. Coverage, deductible or limits.

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
  - 1. A subsequent edition of your policy; or
  - 2. An Amendatory Endorsement.

#### **FRAUD**

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

#### **LEGAL ACTION AGAINST US**

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
  - We agree in writing that the "insured" has an obligation to pay; or
  - **2.** The amount of that obligation has been finally determined by judgment after trial.

**B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

#### **OUR RIGHT TO RECOVER PAYMENT**

- **A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
  - Whatever is necessary to enable us to exercise our rights; and
  - 2. Nothing after loss to prejudice them.

However, our rights in this Paragraph (A.) do not apply under Part **D**, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- **B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
  - Hold in trust for us the proceeds of the recovery; and
  - **2.** Reimburse us to the extent of our payment.

#### **POLICY PERIOD AND TERRITORY**

- A. This policy applies only to accidents and losses which occur:
  - During the policy period as shown in the Declarations; and
  - **2.** Within the policy territory.
- B. The policy territory is:
  - The United States of America, its territories or possessions;
  - 2. Puerto Rico; or
  - 3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

#### **TERMINATION**

#### A. Cancellation

This policy may be cancelled during the policy period as follows:

- **1.** The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - **b.** Giving us advance written notice of the date cancellation is to take effect.
- **2.** We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 10 days notice:
    - If cancellation is for nonpayment of premium; or

- (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
- **b.** At least 20 days notice in all other cases.
- **3.** After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - **b.** If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
- **c.** If the policy was obtained through material misrepresentation.

#### B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

- Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
- 2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- **3.** 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

## C. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

#### **D. Other Termination Provisions**

- 1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
- The effective date of cancellation stated in the notice shall become the end of the policy period.

#### TRANSFER OF YOUR INTEREST IN THIS POLICY

- **A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
  - 1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and

- The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- **B.** Coverage will only be provided until the end of the policy period.

#### TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### AMENDMENT OF POLICY PROVISIONS - ARKANSAS

#### I. Definitions

The **Definitions** Section is amended as follows:

- **A.** Throughout the policy, "minimum limits" refers to the following limits of liability as required by Arkansas law, to be provided under a policy of automobile liability insurance:
  - 1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
  - **2.** \$25,000 for each accident with respect to "property damage".
- **B.** Definition **K.** is replaced by the following:

"Newly acquired auto":

- "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
  - a. A private passenger auto; or
  - b. A pickup or van, for which no other insurance policy provides coverage, that:
    - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
    - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
      - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
      - (b) For farming or ranching.
- 2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 20 days after you become the owner.
  - If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
  - (1) 20 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
  - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
  - (1) 20 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
  - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

# II. Part A - Liability Coverage

Part A is amended as follows:

**A.** The **Other Insurance** Provision is replaced by the following:

#### **OTHER INSURANCE**

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, we will provide primary insurance for a vehicle you do not own if:

- 1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  - **b.** To demonstrate the vehicle; or
- **2.** The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

#### III. Part B – Medical Payments Coverage

Part B is amended as follows:

**A.** The **Other Insurance** Provision is replaced by the following:

#### OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, we will provide primary insurance for a vehicle you do not own if:

- **1.** A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  - b. To demonstrate the vehicle; or
- 2. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

## IV. Part D – Coverage For Damage To Your Auto

Part **D** is amended as follows:

**A.** Exclusion **7.** is replaced by the following:

We will not pay for:

- **7.** Loss to:
  - a. A "trailer", camper body, or motor home, which is not shown in the Declarations;
  - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
    - (1) Cooking, dining, plumbing or refrigeration facilities;
    - (2) Awnings or cabanas; or
    - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (7.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own: or
- **b.** "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
  - (1) Acquire during the policy period; and
  - (2) Ask us to insure within 20 days after you become the owner.
- **B.** The last sentence of the **Payment Of Loss** Provision is replaced by the following:

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered auto" or any "nonowned auto" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

- Applicable taxes;
- 2. License fees; and
- 3. Other fees:

actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

**C.** The **Other Sources Of Recovery** Provision is replaced by the following:

#### OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a "nonowned auto" shall be excess over any other collectible source of recovery including, but not limited to:

- Any coverage provided by the owner of the "non-owned auto";
- **2.** Any other applicable physical damage insurance:
- **3.** Any other source of recovery applicable to the loss.

However, we will provide primary insurance for a vehicle you do not own if:

- 1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. For use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or
  - **b.** To demonstrate the vehicle; or

- 2. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.
- D. The Appraisal Provision is replaced by the following:

#### **APPRAISAL**

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

- 1. Pay its chosen appraiser; and
- **2.** Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

#### V. Part F - General Provisions

Part F is amended as follows:

- A. The Fraud Provision does not apply to Part A Liability Coverage.
- B. The following is added to the Our Right To Recover Payment Provision:

#### **OUR RIGHT TO RECOVER PAYMENT**

We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.

**C.** The **Termination** Provision of Part **F** is replaced by the following:

#### **TERMINATION**

#### Cancellation

This policy may be cancelled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - Giving us advance written notice of the date cancellation is to take effect.
- 2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - **a.** At least 10 days notice if cancellation is for nonpayment of premium; or
  - **b.** At least 20 days notice in all other cases.

- **3.** When this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - **b.** If the policy was obtained through material misrepresentation; or
  - c. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we may not cancel under Paragraph (C.3.c.) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

#### **Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

- 1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- 2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

#### **Automatic Termination**

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

## **Other Termination Provisions**

 We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice. 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

- a. You cancel this policy because:
  - (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
  - (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or
  - (3) You are entering the armed forces of the United States of America; or
  - (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
    - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
    - **(b)** Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.
- **b.** You cancel this policy but there remains in force with us a policy in your name insuring another auto.
- c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

The effective date of cancellation stated in the notice shall become the end of the policy period.

#### VI. Snowmobile Endorsement Amendment

If the Snowmobile endorsement is attached to this policy, the provisions of the Snowmobile endorsement apply except as follows:

Paragraph **D.** of the **Definitions** Section is replaced by the following:

- **D.** The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:
  - Any "snowmobile" shown in the Schedule or in the Declarations.

- 2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
  - a. Acquire the "snowmobile" during the policy period; and
  - **b.** Ask us to insure it within 20 days after you become the owner.
- 3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" described in this definition which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

This Provision (3.) does not apply to Coverage For Damage To Your Auto.

#### VII.Named Non-Owner Coverage Endorsement Amendment

If the Named Non-Owner Coverage endorsement is attached to this policy, the provisions of the Named Non-Owner Coverage endorsement apply except as follows:

Paragraph **B.** of the **Definitions** Section is replaced by the following:

**B.** The Definition of "newly acquired auto" is replaced by the following:

"Newly acquired auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- **b.** A pickup or van that:
  - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less.; and
  - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
    - (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
    - (b) For farming or ranching.

This provision applies only:

- **a.** If you acquire the vehicle during the policy period; and
- b. For 20 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

# YOUR PERSONAL AUTO POLICY QUICK REFERENCE

# DECLARATIONS PAGE YOUR NAME AND ADDRESS YOUR AUTO OR TRAILER POLICY PERIOD COVERAGES AND AMOUNTS OF INSURANCE

SECTION	PAGE NUMBER
Agreement	1
Definitions	1
Part A – Liability Coverage	2
Insuring Agreement	
Supplementary Payments	
Exclusions	
Limit of Liability	
Out of State Coverage	
Financial Responsibility	
Other Insurance	
Part B – Medical Payments Coverage	4
Insuring Agreement	
Exclusions	
Limit of Liability	
Other Insurance	
Part C – Uninsured Motorists Coverage	6
Insuring Agreement	
Exclusions	
Limit of Liability	
Other Insurance	
Arbitration	
Part D – Coverage For Damage To Your Auto	8
Insuring Agreement	
Transportation Expenses	
Exclusions	
Limit of Liability	
Payment of Loss	
No Benefit To Bailee	
Other Sources of Recovery	
Appraisal	

Part E – Duties After An Accident Or Loss	11
General Duties	
Additional Duties For Uninsured Motorists Coverage	
Additional Duties For Coverage For Damage To Your Auto	
Part F – General Provisions	11
Bankruptcy	
Changes	
Fraud	
Legal Action Against Us	
Our Right To Recover Payment	
Policy Period And Territory	
Termination	
Transfer Of Your Interest In This Policy	
Two Or More Auto Policies	

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### I. Definitions

The following definition is added:

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

# II. Part D – Coverage For Damage To Your Auto

The following exclusion is added:

We will not pay for:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

# **ARKANSAS FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **ARKANSAS NOTICE**

The following statement is added to the policy:

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

PP 13 85 06 03 Page 1 of 1



# Important Notice About The Protection Of Your Privacy

We value your business and the trust you've placed in us. That's why we want to assure you that we are serious about keeping your personal information private before, during and after your business relationship with us. This notice describes our policy regarding the collection and disclosure of personal information.

## **Collecting Information**

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms
- Information about your transactions with us, our affiliates or others
- Information we receive from a consumer reporting agency

## **Disclosing Information**

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

# **Confidentiality and Security**

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Your policy is written in one of the following companies, each a separate legal entity:

Republic Underwriters Insurance Company

Republic Fire and Casualty Insurance Company

Republic-Vanguard Insurance Company

Republic Lloyds

Southern Insurance Company

Southern County Mutual Insurance Company

Southern Underwriters Insurance Company

Southern Vanguard Insurance Company

# OPTIONAL LIMITS TRANSPORTATION EXPENSES COVERAGE

# **SCHEDULE**

Description Of Your Covered Auto(s)	Per Day For Temporary ortation Or Loss Of Use Expenses	Maximum Limit Of Liability	Premium
	\$ Per Day	\$	\$
	\$ Per Day	\$	\$
	\$ Per Day	\$	\$

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

# OPTIONAL LIMITS TRANSPORTATION EXPENSES COVERAGE

When there is a loss to a "your covered auto" described in the Schedule or in the Declarations for which a specific premium charge indicates that Optional Limits Transportation Expenses Coverage is afforded, or to a "non-owned auto":

Coverage for Transportation Expenses provided under Part **D** of this policy is increased to the limits shown in the Schedule or in the Declarations.

# **LOSS PAYABLE CLAUSE**

Loss Payee:
Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the
Declarations or in this endorsement. This insurance with respect to the interest of the loss payee, shall not be-
come invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion
or embezzlement of "your covered auto." However, we reserve the right to cancel the policy as permitted by
policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the
same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declara-

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

POLICY NUMBER: PERSONAL AUTO
PP 03 06 01 05

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXTENDED NON-OWNED COVERAGE – VEHICLES FURNISHED OR AVAILABLE FOR REGULAR USE

#### **SCHEDULE**

Unless otherwise indicated below or in the Dec the individual named in the Schedule or in the	clarations, Extended Non-Owned Coverage is applicable only to Declarations.
Name of Individual:	
If indicated below or in the Declarations, Exten	ded Non-Owned Coverage applies to:
Named Individual and "Family Members	s" (including Named Individual's Spouse)
Coverage is provided where a premium is show	wn for the coverage.
Extended Non-Owned Coverage	Premium
Liability	\$
Medical Payments	\$
Total Premium	\$

With respect to the individual(s) and coverages indicated in the Schedule or in the Declarations, the provisions of the policy apply unless modified by this endorsement.

# I. Extended Non-Owned Coverage

The Extended Non-Owned Coverage provided by this endorsement does not afford coverage under Part **A** and Part **B** of the policy for any accident involving:

- **A.** A vehicle owned by an individual named in the Schedule or in the Declarations;
- **B.** A vehicle owned by a "family member"; or
- **C.** A temporary substitute vehicle for such owned vehicle described in **A.** or **B.** above.

# II. Part A – Liability Coverage

Part **A** is amended as follows with respect to the individual(s) shown as applicable in the Schedule or in the Declarations:

**A.** Exclusion **B.2.b.** does not apply to the coverages provided by this endorsement.

B. We will provide Liability Coverage for any vehicle, other than "your covered auto", which is furnished or available for the regular use of the named individual.

# III. Part B - Medical Payments Coverage

Part **B** is amended as follows, if a premium is shown in the Schedule or in the Declarations for Medical Payments Coverage, with respect to the individual(s) shown as applicable in the Schedule or in the Declarations:

- A. Exclusion 5.b. does not apply to the coverages provided by this endorsement.
- **B.** We will provide Medical Payments Coverage for "bodily injury" sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is furnished or available for the regular use of the named individual.

# TRAILER/CAMPER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY)

## **SCHEDULE**

	Limit Of	Liability	Prem	ium
Description Of Vehicle	Collision	Other Than Collision	Collision	Other Than Collision
	\$ Less	\$Less		
	\$ Ded.	\$ Ded.	\$	\$
	\$ Less	\$Less		
	\$ Ded.	\$ Ded.	\$	\$
	\$Less	\$ Less		
	\$ Ded.	\$ Ded.	\$	\$

## **NOTICE**

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provision below.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

- **A.** For the purpose of the coverage provided by this endorsement, "your covered auto" means a "trailer" or camper body.
- B. Exclusion 7. of Part D Coverage For Damage To Your Auto does not apply to coverage provided by this endorsement.
- C. We will pay for direct and accidental loss to:
  - **1.** A "trailer" or camper body described in the Schedule or in the Declarations; and
  - 2. Facilities or equipment designed to be used with the described "trailer" or camper body while in or attached to the "trailer" or camper body. Facilities or equipment include but are not limited to:
    - **a.** Cooking, dining, plumbing, or refrigeration facilities:
    - b. Awnings or cabanas; or

**c.** Any other facilities or equipment designed to be used with a "trailer" or camper body.

We will pay for loss caused by:

- Other than "collision" only if the Schedule or Declarations indicates that Other Than Collision Coverage is provided for that "trailer" or camper body.
- 2. "Collision" only if the Schedule or Declarations indicates that Collision Coverage is provided for that "trailer" or camper body.
- **D.** The following exclusions are added:
  - 1. We will not pay for loss to:
    - a. Clothing or luggage;
    - **b.** Business or office equipment; or
    - c. Articles which are sales samples or used in exhibitions.
  - 2. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 9., or 10. of Part D.

**E.** With respect to coverage under this endorsement, the **Limit Of Liability** Provision of Part **D** is replaced by the following:

## **LIMIT OF LIABILITY**

Our limit of liability for loss will be the lesser of the:

- Amount shown in the Schedule or in the Declarations;
- Actual cash value of the stolen or damaged property; or
- Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

# ADDITIONAL INSURED - LESSOR

#### **SCHEDULE**

Insurance Company Policy Number Effective Date Named Insured Address Additional Insured (Lessor) Description of "your leased auto":	Expiration Date	
Coverages:		
1. (a) Single Limit Liability  or	\$	_each accident
(b) Bodily Injury Liability	\$	_each person
D D	\$	_each accident
Property Damage Liability	\$	_each accident
2. No-Fault Coverage	\$	_each person
(Enter "X" to indicate Damage to Your Auto Coverage	provided)	
☐ Collision Loss	ACV minus \$ _	deductible
☐ Other Than Collision Loss	ACV minus \$ _	deductible

Any liability and any required no-fault coverages afforded by this policy for "your leased auto" also apply to the lessor named in this endorsement as an additional insured. This insurance is subject to the following additional provisions:

- 1. We will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions of:
  - (a) you or any "family member", or
  - (b) any other person except the lessor or any employee or agent of the lessor using "your leased auto".

- 2. "Your leased auto" means:
  - (a) an auto shown in the Declarations or in this endorsement which you lease for a continuous period of at least six months under a written agreement which requires you to provide primary insurance for the lessor, and
  - **(b)** any substitute or replacement auto furnished by the lessor named in this endorsement.
- **3.** If we terminate this policy, notice will also be mailed to the lessor.
- **4.** The lessor is not responsible for payment of premiums.
- The designation of the lessor as an additional insured shall not operate to increase our limits of liability.

# LIMITED MEXICO COVERAGE

#### **WARNING**

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO, NOT THE LAWS OF THE UNITED STATES. UNDER MEXICAN LAW, AUTO ACCIDENTS ARE CONSIDERED A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

THE COVERAGE WE PROVIDE YOU BY THIS ENDORSEMENT DOES NOT MEET MEXICAN AUTO INSURANCE REQUIREMENTS.

YOU ARE REQUIRED TO PURCHASE LIABILITY INSURANCE THROUGH A LICENSED MEXICAN INSURANCE COMPANY FOR THIS ENDORSEMENT TO APPLY.

#### **SCHEDULE**

	Premium
Limited Mexico Coverage	\$

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

## I. Definitions

The **Definitions** Section is amended as follows:

- A. "Your covered auto" means:
  - 1. Any vehicle shown in the Declarations.
  - 2. A "newly acquired auto".
  - 3. Any "trailer" you own.
- **B.** Paragraph **1.** of the definition of "newly acquired auto" is replaced with the following:
  - "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period, and the vehicle is principally garaged and used in the United States:
    - a. A private passenger auto; or
    - **b.** A pickup or van that:
      - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and

- (2) Is not used for the delivery or transportation of goods and materials unless such use is:
  - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
  - (b) For farming or ranching.

# II. Coverage

If afforded under this policy, all Liability, Medical Payments, Uninsured Motorists, Damage To Your Auto and No-Fault Coverage is extended to apply to accidents and losses which occur in Mexico within 25 miles of the United States border. This extension of coverage only applies while an "insured" seeking coverage under this endorsement is in Mexico on a trip of 10 days or less.

Our duty to defend under Liability Coverage will only apply if:

- The original suit for damages is brought in the United States; and
- The suit does not involve a Mexican citizen or resident.

## III. Additional Exclusions

- **A.** With respect to any coverage afforded under this endorsement, we do not provide coverage to any "insured":
  - If liability insurance from a licensed Mexican Insurance Company is not in force at the time of the accident or loss;
  - 2. While "occupying" an auto other than "your covered auto"; or
  - 3. Who is a citizen or resident of Mexico. This Exclusion (A.3.) does not apply to loss payable under Damage To Your Auto Coverage if the accident arises out of the operation of "your covered auto" by a Mexican citizen or resident.
- B. We will not pay under Damage To Your Auto Coverage for auto repairs made in Mexico unless "your covered auto" cannot be driven in its damaged condition. If it cannot be driven, we will not pay more than the actual cash value of "your covered auto" as that value would be determined in the United States, and not in Mexico.

## IV. Other Insurance

The insurance we provide by this endorsement will be excess over any other collectible insurance.

# MISCELLANEOUS TYPE VEHICLE ENDORSEMENT

# SCHEDULE

Description And Type Of Vehicle Passenger Hazard Excluded							
1.				∕es □		No 🗆	
2.				∕es □		No 🗆	
3. Yes  No  No							
Coverage is provided where a premium and a limit of liability is shown for the coverage.							
_						Premium	
Coverages			Limit (	Of Liability	Veh. 1	Veh. 2	Veh. 3
Liability	Bodily Injury	\$		Each Person	\$		
		\$		Each Accident		_	
	Property Damage	\$		Each Accident	\$		
		\$		Each Person	_	\$	
		\$		Each Accident	-		
		\$		Each Accident		\$	
		\$		Each Person	_		\$
		\$		Each Accident			
		\$		Each Accident			\$
Medical Payments		\$		Each Person	\$		
		\$		Each Person		\$	
		\$		Each Person			\$
Uninsured Motorists:	Bodily Injury	\$		Each Person	\$		
		\$		Each Accident			
	Property Damage	\$		Each Accident	\$		
		\$		Each Person		\$	
		\$		Each Accident			_
		\$		Each Accident		\$	
		\$		Each Person			\$
		\$		Each Accident			
		\$		Each Accident			\$
Collision	\$	Less	\$	Ded.	\$		
		Less	\$	Ded.		\$	
		Less	\$	Ded.			\$
Other Than Collision		Less	\$	Ded.	\$		
		Less	\$	Ded.		\$	
		Less	\$	Ded.			\$
	1 7			Premium	\$		7
					<del>T</del>		

#### **NOTICE**

For the Collision and Other Than Collision Coverages, the amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provision below.

With respect to the "miscellaneous type vehicles" and coverages described in the Schedule or in the Declarations, the provisions of the policy apply unless modified by this endorsement.

#### I. Definitions

The **Definitions** Section is amended as follows:

- A. For the purpose of the coverage provided by this endorsement "miscellaneous type vehicle" means a motor home, motorcycle or other similar type vehicle, all-terrain vehicle, dune buggy or golf cart.
- **B.** The definition of "your covered auto" is replaced by the following:

"Your covered auto" means:

- Any "miscellaneous type vehicle" shown in the Schedule or in the Declarations.
- 2. A "newly acquired auto".
- 3. Any "trailer".
- 4. Any "miscellaneous type vehicle" or auto you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

This Provision (4.) does not apply to Coverage for Damage to Your Auto.

- **C.** Paragraph **1.** of the definition of "Newly acquired auto" is replaced by the following:
  - "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
    - a. A private passenger auto;
    - **b.** A pickup or van, for which no other insurance policy provides coverage, that:
      - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and

- (2) Is not used for the delivery or transportation of goods and materials unless such use is:
  - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
  - (b) For farming or ranching; or
- **c.** Any "miscellaneous type vehicle" of the same type shown in the Schedule or in the Declarations.

# II. Part A - Liability Coverage

Part A is amended as follows:

A. The definition of "insured" is replaced by the following:

"Insured" means:

- You or any "family member" for the ownership, maintenance or use of "your covered auto".
- 2. Any person using "your covered auto".
- For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
- B. The Exclusions Section is amended as follows:
  - 1. Exclusion **B.1.** is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- **a.** While such vehicle is being used by an "insured" in a medical emergency; or
- **b.** To any "trailer"; or
- **c.** To a vehicle insured for Liability Coverage under this endorsement.

2. The following exclusion applies under Part A to any vehicle for which the Schedule or Declarations indicates that the passenger hazard is excluded:

We do not provide Liability Coverage for any "insured" for "bodily injury" to any person while "occupying" the described "miscellaneous type vehicle".

## III. Part B - Medical Payments Coverage

Exclusion **1.** of Part **B** is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any motorized vehicle having fewer than four wheels. However, this Exclusion (1.) does not apply to a motorized vehicle having fewer than four wheels if it is insured for Medical Payments Coverage under this endorsement.

# IV. Part D – Coverage For Damage To Your Auto

Part **D** is amended as follows:

A. The following is added to the Insuring Agreement:

We will pay for direct and accidental loss to facilities or equipment designed to be used with a "your covered auto" shown in the Schedule or in the Declarations which is a motor home, while such facilities or equipment is in or attached to the motor home. Facilities or equipment include but are not limited to:

- Cooking, dining, plumbing, or refrigeration facilities;
- 2. Awnings or cabanas; or
- **3.** Any other facilities or equipment designed to be used with a motor home.
- B. The following is added to the definition of "non-owned auto":
  - 3. Any motor home, motorcycle or other similar type vehicle, all-terrain vehicle, dune buggy or golf cart you do not own while used as a temporary substitute for "your covered auto" which is out of its normal use because of its:
    - a. Breakdown;
    - **b.** Repair;
    - c. Servicing;
    - d. Loss; or
    - e. Destruction.

- C. The Exclusions Section is amended as follows:
  - 1. Exclusion 7. does not apply to:
    - a. Any "miscellaneous type vehicle", shown in the Schedule or in the Declarations, which is a motor home; and
    - b. Facilities or equipment designed to be used with the described motor home while in or attached to the motor home.
  - 2. The following exclusions are added:
    - a. We will not pay for loss to:
      - (1) Clothing or luggage;
      - (2) Business or office equipment; or
      - (3) Articles which are sales samples or used in exhibitions.
    - b. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5.,
      9. or 10. of Part D.
- D. With respect to the Coverage(s) shown as applicable to a vehicle described in the Schedule or in the Declarations, the Limit Of Liability Provision is replaced by the following:

#### **LIMIT OF LIABILITY**

- A. Our limit of liability for loss will be the lesser of the:
  - **1.** Amount shown in the Schedule or in the Declarations:
  - 2. Actual cash value of the stolen or damaged property; or
  - Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If loss to more than one "your covered auto" results from the same "collision" only the highest applicable deductible will apply.

- **B.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

# **MISCELLANEOUS TYPE VEHICLE AMENDMENT (MOTOR HOMES)**

## **WARNING**

THE COVERAGE PROVIDED BY THIS POLICY WITH RESPECT TO A MOTOR HOME THAT YOU OWN:

- DOES NOT PROVIDE LIABILITY, MEDICAL PAYMENTS OR PHYSICAL DAMAGE COVERAGE WHILE THE MOTOR HOME IS RENTED OR LEASED TO ANY ORGANIZATION, OR ANY PERSON OTHER THAN YOU. YOU MAY PURCHASE THIS COVERAGE FOR AN ADDITIONAL PREMIUM.
- DOES NOT COVER ANY PHYSICAL DAMAGE LOSS YOU INCUR IF YOUR MOTOR HOME IS FRAUDULENTLY ACQUIRED BY ANY PERSON OR ORGANIZATION WHILE IT IS IN THEIR CARE.

With respect to the coverage provided by this endorsement, the provisions of the Miscellaneous Type Vehicle Endorsement apply unless modified by this endorsement.

#### **SCHEDULE**

Coverage is provided where a premium is shown:				
Motor Home Rental Coverage		Premium		
	Veh. 1	Veh. 2	Veh. 3	
Liability	\$	\$	\$	
Medical Payments	\$	\$	\$	
Coverage for Damage to Your Auto				
Collision	\$	\$	\$	
Other Than Collision		\$	\$	

I. Except with respect to the coverages and motor homes shown in the Schedule or Declarations where a specific premium for Motor Home Rental Coverage is charged, the following additional exclusions apply to any motor home which is "your covered auto".

# A. Part A - Liability Coverage Exclusion

We do not provide Liability Coverage for the ownership, maintenance or use of any motor home while rented or leased to any organization, or any "insured" other than you. However, this Exclusion (I.A.) does not apply up to the financial responsibility limits of any compulsory insurance law applicable to the state in which "your covered auto" is principally garaged.

# B. Part B – Medical Payments Coverage Exclusion

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" the motor home while it is rented or leased to any organization, or any "insured" other than you.

# C. Part D – Coverage For Damage To Your Auto Exclusion

We will not pay for loss to the motor home or its facilities or equipment which occurs while the motor home is rented or leased to any organization, or any person other than you. II. The following additional exclusion also applies to any motor home which is "your covered auto" regardless of any other coverage which may be afforded by this endorsement:

# Part D – Coverage For Damage To Your Auto Exclusion

We will not pay for loss to the motor home or its facilities or equipment due to fraudulent acquisition by any person or organization, which occurs while the motor home is:

- a. Rented to;
- b. Used by; or
- c. In the care of;

that person or organization.

# PERSONAL INJURY PROTECTION COVERAGE - ARKANSAS

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### **SCHEDULE**

Benefits	Vehicle to Which Benefit Applies	Limit of Liability	Premium
Medical Payments	Any "motor vehicle" which is registered or principally	\$ per person.	\$
	garaged in Arkansas and is:	\$ per "pedestrian"	
	Owned by the "named insured" and covered under Part <b>A</b> of this policy.	other than the "named insured" or any "family member".	
Work Loss	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is:	70% of loss of gross income up to a maximum of \$140 per week for an income earner.	\$
	Owned by the "named insured" and covered under Part <b>A</b> of this policy.	Up to \$70 per week for a non-income earner.	
Accidental Death	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is:	\$5,000 per person.	\$
	Owned by the "named insured" and covered under Part <b>A</b> of this policy.		
Total Premium			\$

## I. DEFINITIONS

The Definitions section is amended as follows:

- **A.** The following definitions are replaced:
  - 1. "Occupying" means:
    - a. In or upon;
    - b. Entering into; or
    - c. Alighting from.

- 2. With respect to medical payments, "your covered auto" means a "motor vehicle" shown in the Schedule or Declarations to which medical payments apply. This includes:
  - a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
    - (1) Breakdown;

- (2) Repair;
- (3) Servicing;
- (4) Loss; or
- (5) Destruction.
- **b.** A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
- 3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Schedule or Declarations to which work loss applies. This includes:
  - a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
    - (1) Breakdown;
    - (2) Repair;
    - (3) Servicing;
    - (4) Loss; or
    - (5) Destruction.
  - **b.** A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
- **B.** The following definitions are added:
  - "Motor vehicle" means a land motor vehicle, trailer or semitrailer. However, "motor vehicle" does not include a:
    - Farm tractor or other equipment, designed for use mainly off public roads, while not upon public roads;
    - **b.** Vehicle operated upon rails or crawler treads; or
    - Vehicle located for use as a residence or premises.
  - 2. "Named insured" means the person named in the Declarations.
  - **3.** "Pedestrian" means any person who is not "occupying" any vehicle other than a:
    - a. Motorcycle; or
    - **b.** Vehicle operated by human or animal power.

- **4.** "Private passenger auto" means a "motor vehicle" which is a:
  - a. Private passenger;
  - b. Station wagon; or
  - **c.** Jeep type;

automobile.

- "Private passenger motor vehicle" means a "motor vehicle" which is a:
  - a. "Private passenger auto".
  - **b.** Pickup or van not customarily used for:
    - (1) Occupational;
    - (2) Professional; or
    - (3) Business;

purposes, other than farming or ranching.

c. Motorcycle.

However, "private passenger motor vehicle" does not include a "motor vehicle" used as a public or livery conveyance for passengers.

- **C.** "Insured" as used in this endorsement means:
  - **1.** The "named insured" or any "family member" who sustains "bodily injury" while:
    - a. "Occupying"; or
    - **b.** A "pedestrian" struck by;
    - a "motor vehicle".
  - 2. Any other person who sustains "bodily injury":
    - a. While:
      - (1) "Occupying"; or
      - (2) A "pedestrian" struck by;

"your covered auto".

- **b.** While "occupying" a "motor vehicle" other than "your covered auto". The "bodily injury" must result from the:
  - (1) Use of such "motor vehicle" by the "named insured":
  - (2) Operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "named insured"; or

(3) Use of such "motor vehicle" by any "family member" if the "motor vehicle" is a "private passenger auto" or trailer.

However, this Provision (2.b.) does not apply to work loss or accidental death.

# II. PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT

- **A.** We will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must:
  - 1. Be caused by an accident; and
  - 2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle".

We will only pay those benefits for which either the word included, or a specific premium, is shown in the Schedule or Declarations.

- **B.** Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:
  - Medical payments. All reasonable and necessary expenses incurred within 2 years from the date of the accident for:
    - **a.** Medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and
    - **b.** Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical payments do not include expenses in excess of those required for a semiprivate room, unless more intensive care is required.

- 2. Work loss.
  - a. If an "insured" is an income earner, loss of income from work that "insured" would have performed had he not sustained "bodily injury".
  - b. If an "insured" is a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family, had he not sustained "bodily injury".

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expense after the death of an "insured".

3. Accidental death. A death benefit paid if "bodily injury" resulting from the accident causes the death of an "insured" within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

## **EXCLUSIONS**

- **A.** We will not provide Personal Injury Protection Coverage for "bodily injury":
  - 1. Sustained by any "insured" while:
    - a. Operating "your covered auto" without the "named insured's" express or implied consent; or
    - **b.** Not in lawful possession of "your covered auto".
  - 2. Due to:
    - **a.** War (declared or undeclared);
    - **b.** Civil war;
    - c. Insurrection;
    - d. Rebellion or revolution; or
    - **e.** Any act or condition incident to any of the above.
  - **3.** Resulting from the:
    - a. Radioactive;
    - **b.** Toxic;
    - c. Explosive; or
    - d. Other hazardous;

properties of nuclear material.

- **B.** We do not provide coverage for medical payments or work loss for "bodily injury" sustained by any "insured" to the extent that benefits are, in whole or in part, paid or payable under any of the following or similar law:
  - 1. Workers' compensation law; or
  - 2. Employer's disability law.
- **C.** We do not provide coverage for work loss or accidental death sustained by:
  - 1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:
    - a. Owned by; or
    - **b.** Furnished or available for the regular use of:

the "named insured".

- 2. Any "family member" while "occupying" any "private passenger motor vehicle", other than "your covered auto", which is:
  - a. Owned by; or

**b.** Furnished or available for the regular use of:

the "named insured" or that "family member".

- 3. Any "family member" entitled to similar coverage as a named insured under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
- 4. Any "insured", other than the "named insured" or any "family member", entitled to similar coverage as a named insured or family member under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
- D. We will not provide coverage for medical payments for "bodily injury" sustained by:
  - The "named insured" while "occupying" any "motor vehicle", other than "your covered auto", which is:
    - a. Owned by; or
    - **b.** Furnished or available for the regular use of;

the "named insured".

- Any "family member" while "occupying" any "motor vehicle", other than "your covered auto", which is:
  - a. Owned by; or
  - **b.** Furnished or available for the regular use of:

the "named insured" or that "family member".

- 3. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" which is:
  - a. Owned by; or
  - **b.** Furnished or available for the regular use of;

the "named insured" or any "family member".

- 4. Any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance unless such use is stated in the Declarations.
- 5. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" when it is being used as a public or livery conveyance.

- **6.** Any "insured" other than the "named insured" or any "family member":
  - **a.** While "occupying" any "motor vehicle", other than "your covered auto", while employed or otherwise engaged in the business or occupation of:
    - (1) Selling;
    - (2) Repairing;
    - (3) Servicing;
    - (4) Storing; or
    - (5) Parking;

"motor vehicles".

- b. Arising out of the maintenance or use of any "motor vehicle", other than "your covered auto" or a motorcycle, by that "insured" while employed or otherwise engaged in any business or occupation not described in 6.a. This exclusion (6.b.) does not apply to "bodily injury" resulting from the operation or occupancy of a:
  - (1) "Private passenger auto"; or
  - (2) Trailer used with such "private passenger auto" or "your covered auto";

by the "named insured" or his private chauffeur or domestic servant.

7. Any "insured" while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has, or reasonably believes he has, the permission of the owner to use such "motor vehicle".

## **PAYMENT OF BENEFITS**

We may pay medical payments or work loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured".

#### **COORDINATION OF COVERAGE**

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part **B** of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

#### **LIMIT OF LIABILITY**

The limits of liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most we will pay each "insured" injured in any one "motor vehicle" accident, regardless of the number of:

- 1. "Insureds":
- 2. Policies or bonds applicable;

- 3. Claims made: or
- 4. "Your covered autos".

#### **OTHER INSURANCE**

- A. Any insurance we provide for medical payments:
  - With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
  - 2. With respect to "bodily injury" sustained by an "insured", other than the "named insured" or any "family member", shall be excess over any other collectible similar insurance available to that "insured" as a named insured or family member under another motor vehicle insurance policy providing direct benefits without regard to fault.
- **B.** Except as provided in **A.** above, if there is other similar collectible insurance which provides coverage for medical payments, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, we will provide primary insurance for a "motor vehicle" you do not own if:

- A duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":
  - a. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
    - (1) Breakdown;
    - (2) Repair; or
    - (3) Servicing; or
  - **b.** To demonstrate the "motor vehicle"; or
- 2. The "motor vehicle" is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.
- **C.** No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.

- D. Any insurance we provide for work loss or accidental death shall be excess over any other collectible insurance available to:
  - An "insured", other than the "named insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit of liability shown in the Schedule or Declarations exceeds the applicable limits of liability of all other insurance.
  - 2. The "named insured" or any "family member" under any other motor vehicle insurance policy. In this event:
    - **a.** The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
    - b. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, we will provide primary insurance for a "motor vehicle" you do not own if:

- A duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":
  - a. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
    - (1) Breakdown;
    - (2) Repair; or
    - (3) Servicing; or
  - b. To demonstrate the "motor vehicle"; or
- 2. The "motor vehicle" is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

# III. PART E – DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

- A. Duties A. and B.3. are replaced by the following:
  - A. We must be promptly notified in writing of how, when and where the accident happened. Notice should include the names and addresses of any "insureds" and witnesses.

- **B.** A person seeking Personal Injury Protection Coverage must:
  - Submit, as often as we reasonably require, to physical and mental exams by physicians we select. We will pay for these exams.
- **B.** The following duties are added:

A person seeking Personal Injury Protection Coverage must:

- **1.** Give us written proof of claim, under oath if required. This proof of claim must include:
  - a. Complete details of the nature and extent of the injuries and treatment received and contemplated; and
  - **b.** Any other information which may assist us in determining the amount due and payable.
- 2. At our request, furnish us with a sworn statement of earnings for the "insured" since the date of the accident and for a reasonable time before the accident.
- 3. Promptly send us copies of:
  - a. The summons and complaint; or
  - **b.** Other process;

served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

#### IV. PART F - GENERAL PROVISIONS

Part F is amended as follows:

A. The Our Right To Recover Payment provision is amended as follows:

#### **OUR RIGHT TO RECOVER PAYMENT**

- This provision does not apply to accidental death.
- **2.** Paragraph **A.** of the provision is replaced by the following:

If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another that person shall:

- a. Hold in trust for us such rights of recovery;
- **b.** Do nothing after loss to prejudice them;
- **c.** Do whatever is necessary to secure these rights; and
- d. Execute and deliver to us any instruments and papers as may be appropriate to secure that person's and our rights.
- 3. The following is added to Paragraph B.:

We will have a lien against the proceeds of the recovery. We may give notice of the lien to:

- **a.** The person or organization causing "bodily injury";
- **b.** That person's agent or insurer; or
- **c.** A court having jurisdiction in the matter.
- **B.** Paragraph **B.** of the **Policy Period And Territory** provision is replaced by the following:

## POLICY PERIOD AND TERRITORY

- **B.** The policy territory is:
  - **1.** The United States of America, its territories and possessions; or
  - 2. Canada.

# **UNINSURED MOTORISTS COVERAGE – ARKANSAS**

Part **C** – Uninsured Motorists Coverage is replaced by the following:

#### **SCHEDULE**

Uninsured Motorists			Premium	
Coverage	Limit Of Liability	Auto 1	Auto 2	Auto 3
	\$ each person			
Bodily Injury And Property Damage	\$ each accident	\$	\$	\$
Property Damage	\$ each accident	\$	\$	\$
Bodily Injury Only	\$ each person			
Bodily illjury Offiy	\$ each accident	\$	\$	\$

#### **INSURING AGREEMENT**

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:
  - 1. "Bodily injury" sustained by an "insured" and caused by an accident; and
  - 2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- **B.** "Insured" as used in this endorsement means:
  - 1. You or any "family member".
  - 2. Any other person "occupying" "your covered auto".
  - 3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- **C.** "Property damage" as used in this endorsement means injury to or destruction of "your covered auto" (including its loss of use).
- **D.** "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
  - To which no liability bond or policy applies at the time of the accident.

- To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
- **3.** Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. You or any "family member";
  - **b.** A vehicle which you or any "family member" are "occupying"; or
  - c. "Your covered auto".
- 4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - **b.** Is or becomes insolvent within one year of the date of the accident.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

- **1.** Owned by or furnished or available for the regular use of you or any "family member".
- 2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
- 3. Owned by any governmental unit or agency.
- 4. Operated on rails or crawler treads.
- **5.** Designated mainly for use off public roads while not on public roads.
- **6.** While located for use as a residence or premises.

#### **EXCLUSIONS**

- **A.** We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:
  - 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  - 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- **B.** We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":
  - 1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim and such settlement prejudices our right to recover payment.
  - When "your covered auto" is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
  - 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.
  - **4.** For the first \$200 of the amount of "property damage" to "your covered auto". This Exclusion **(B.4.)** does not apply if:
    - We insure "your covered auto" for both collision and property damage Uninsured Motorists Coverage; and
    - **b.** The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
- **C.** This coverage shall not apply directly or indirectly to benefit:
  - **1.** Any insurer or self-insurer under any of the following or similar law:
    - a. Workers' compensation law; or
    - b. Disability benefits law.
  - 2. Any insurer of property.
- **D.** No payment will be made for loss paid or payable to the "insured" under Part **D** of the policy.
- **E.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
  - 1. Punish a wrongdoer; and
  - 2. Deter others from similar conduct.

#### LIMIT OF LIABILITY

- A. The limit of Bodily Injury Liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of bodily injury liability shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. The limit of Property Damage Liability, if shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage, is our maximum limit of liability for all "property damage" resulting from any one accident. This is the most we will pay regardless of the number of:
  - 1. "Insureds";
  - 2. Claims made;
  - Vehicles or premiums shown in the Schedule or in the Declarations; or
  - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  - 1. Part A or Part B of this policy; or
  - **2.** Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
  - 1. Workers' compensation law; or
  - 2. Disability benefits law.

## OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

 Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis. 2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

However, we will provide primary insurance for a vehicle you do not own if:

- **a.** A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - (1) For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  - (2) To demonstrate the vehicle; or
- **b.** The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.
- **3.** If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

#### **ARBITRATION**

- A. If we and the "insured" do not agree:
  - **1.** Whether that "insured" is legally entitled to recover damages; or
  - As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- **B.** Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
  - 1. Pay the expenses it incurs; and
  - Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

## UNDERINSURED MOTORISTS COVERAGE – ARKANSAS

#### **SCHEDULE**

		Premium	
Limit Of Liability	Auto 1	Auto 2	Auto 3
\$ each person			
\$ each accident	\$	\$	\$

#### **INSURING AGREEMENT**

- **A.** We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":
  - 1. Sustained by an "insured"; and
  - 2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

We will pay under this coverage only if 1. or 2. below applies:

- The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
- 2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
  - a. Have been given prompt written notice by certified mail, return receipt requested of such tentative settlement; and
  - **b.** Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

- **B.** "Insured" as used in this endorsement means:
  - 1. You or any "family member".
  - 2. Any other person "occupying" "your covered auto".
  - Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

- 1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arkansas.
- **2.** Owned by or furnished or available for the regular use of you or any "family member".
- 3. Owned by any governmental unit or agency.
- 4. Operated on rails or crawler treads.
- **5.** Designed mainly for use off public roads while not upon public roads.
- While located for use as a residence or premises.
- Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.

- **8.** To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - **b.** Is or becomes insolvent.

#### **EXCLUSIONS**

- **A.** We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
  - By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  - 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- **B.** We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
  - 1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.1.) does not apply to a share-the-expense car pool.
  - Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.2.) does not apply to a "family member" using "your covered auto" which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
  - 1. Workers' compensation law; or
  - 2. Disability benefits law.
- **D.** We do not provide Underinsured Motorists Coverage for punitive or exemplary damages which are imposed to:
  - 1. Punish a wrongdoer; and
  - 2. Deter others from similar conduct.

## **LIMIT OF LIABILITY**

A. The limit of liability shown in the Schedule or in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

- 1. "Insureds":
- 2. Claims made;
- Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
  - 1. Workers' compensation law; or
  - 2. Disability benefits law.

#### OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

- Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- 2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

However, we will provide primary insurance for a vehicle you do not own if:

- **a.** A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - (1) For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  - (2) To demonstrate the vehicle; or
- **b.** The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

- **3.** If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

#### **ARBITRATION**

- A. If we and the "insured" do not agree:
  - **1.** Whether that "insured" is legally entitled to recover damages; or
  - As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- **B.** Any decision of the arbitrators will not be binding on either party.
- **C.** Each party will:
  - 1. Pay the expenses it incurs; and
  - **2.** Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

# **ADDITIONAL DUTIES**

A person seeking coverage under this endorsement must also promptly:

 Send us copies of the legal papers if a suit is brought; and 2. Notify us in writing by certified mail, return receipt requested of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

Written notice of a tentative settlement must include:

- 1. Written documentation of monetary losses incurred, including copies of all medical bills;
- Written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
- Written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

The following section is added:

#### **GENERAL PROVISIONS**

The following is added to the **Our Right To Recover Payment** Provision in Part **F** with respect to Underinsured Motorists Coverage:

## **OUR RIGHT TO RECOVER PAYMENT**

- We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.
- 2. Our rights do not apply under Paragraph A. if we:
  - a. Have been given prompt written notice by certified mail, return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
  - **b.** Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- **b.** We also have a right to recover the advanced payment.

However, no notice of a tentative settlement is required if the "underinsured motor vehicle" is insured by us for liability coverage.

POLICY NUMBER:

PERSONAL AUTO
PP 13 37 10 07

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# NAMED DRIVER EXCLUSION ENDORSEMENT – ARKANSAS

## **SCHEDULE**

The Named Driver Exclusion Endorsement applies with respect to the "named excluded driver" and the coverages indicated below or in the Declarations.
Name Of "Named Excluded Driver"
Coverages To Which This Endorsement Applies:
This endorsement applies to all coverages unless otherwise indicated below or in the Declarations.
If indicated to the left, this endorsement applies only to those coverages indicated below:
Liability
Medical Payments
Uninsured Motorists
Underinsured Motorists
Collision
Other Than Collision
Personal Injury Protection
With respect to the coverage(s) for which the Schedule or Declarations indicate that the Named Driver Exclusion applies, the provisions of the policy apply unless modified by the endorsement.

## I. Definitions

The following definition is added:

"Named excluded driver" means a person who is shown in the Schedule or in the Declarations as a named excluded driver who is excluded from one or more coverages under the policy.

## II. Named Driver Exclusion

With respect to the coverages to which this endorsement applies, as indicated in the Schedule or in the Declarations, we will not pay damages, expenses, benefits or loss arising out of the maintenance or use of any auto or trailer by the "named excluded driver".

The undersigned acknowledges and understands that the Named Driver Exclusion Endorsement becomes effective and that it shall remain in effect for the term of the policy and for each renewal, reinstatement, substitute, modified, replacement or amended policy, unless discontinued by us.

Signature Of Named Insured:		
Date Signed:		

# RoadMaster Deluxe Package

This Endorsement Changes The Policy. Please Read It Carefully.

With respect to any "your covered auto" shown in the Declarations for which a specific premium charge indicates that RoadMaster Deluxe coverage applies, the following coverages are provided:

#### A. Trip Interruption

We will pay, without application of a deductible, up to a maximum of \$600 per occurrence for reasonable:

- Transportation expenses incurred by you in the event of a mechanical or electrical breakdown of "your covered auto".
- Expenses incurred by you for lodging and meals in the event of:
  - Direct and accidental loss to "your covered auto" caused by "collision" or other than "collision"; or
  - **b.** Mechanical or electrical breakdown of "your covered auto".

This coverage applies only if:

- 1. The loss to, or mechanical or electrical breakdown of, "your covered auto" occurs more than 100 miles from home; and
- 2. "Your covered auto" is withdrawn from use for at least 24 hours.

# **Limit of Liability**

- Our payment for Trip Interruption Coverage will be limited to that period of time reasonably required to:
  - **a.** Resume travel under a prearranged itinerary; or
  - **b.** Return home.
- No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part D of the policy.

# B. Lock and Key Coverage

- We will pay, without application of a deductible, up to \$100 per occurrence for:
  - Services by a locksmith to unlock "your covered auto" or "non-owned auto" and replace the required key; and
  - **b.** Repair or replacement of door or window locks on "your covered auto" or "non-owned auto" when the corresponding key has been stolen.

- 2. Coverage does not apply to:
  - **a.** Any keys to a residence premises or dwelling.
  - Keys lost while entrusted to any person who is not insured under this policy.

# C. Diminishing Deductible

The Diminishing Deductible shown in the Declarations applies to loss caused by "collision." For new policies, the Diminishing Deductible will equal the original Collision deductible shown in the Declarations. At each renewal, the Diminishing Deductible will decrease by \$100 for a maximum reduction of \$500. However, if we make payment for "collision" caused by the fault of an "insured", the Diminishing Deductible will be increased back to the amount of the original Collision deductible at the next renewal.

## D. Pet Injury Protection

If a pet, meaning any dog or cat owned by you, sustains an injury or death as a result of a "collision", we will pay, without application of a deductible, for:

- Reasonable and customary costs incurred by you for veterinary treatments and medications resulting from such collision; or
- 2. The replacement cost of your pet, if your pet dies as a result of the collision. Replacement cost means the cost to replace the deceased pet with one of like kind and quality and does not include any expenses for veterinary bills, training or any other expenses other than the replacement cost of your dog or cat.

Pet Injury Protection coverage applies only if your pet is inside "your covered auto" at the time of the collision and only if RoadMaster Deluxe coverage applies to "your covered auto" involved in the collision.

# **Limit of Liability**

Our limit of liability for Pet Injury Protection is \$500 regardless of the number of dogs or cats sustaining injury or death in any one auto accident.

# E. Coverage For Tapes, Records, Disks And Other Media

- Exclusion 5. of Part D Coverage For Damage To Your Auto does not apply to the extent that coverage is provided under this endorsement for tapes, records, disks or other media.
- 2. We will also pay, without application of a deductible, for direct and accidental loss to tapes, records, disks or other media if they are:
  - a. Owned by you or any "family member"; and
  - **b.** In or upon "your covered auto" or any "non-owned auto" at the time of the loss.
- 3. With respect to Coverage For Tapes, Records, Disks And Other Media, the Limit Of Liability Provision of Part D is replaced by the following:

# **Limit of Liability**

- Our limit of liability for the total of all losses to tapes, records, disks or other media, as a result of any one occurrence shall be the lesser of:
  - **a.** \$200;
  - The actual cash value of the stolen or damaged property; or
  - c. The amount necessary to repair or replace the property with other property of like kind and quality.

# Republic Roadside Service & Assistance

This Endorsement Changes The Policy. Please Read It Carefully.

## **Insuring Agreement**

- A. We will pay for reasonable and necessary "roadside service and assistance" expenses incurred by an "insured" for the "mechanical breakdown" of any "your covered auto" for which a premium for Roadside Service & Assistance coverage is shown on the Declarations as included (INCL).
- B. "Mechanical breakdown" means mechanical breakdown or failure; lack of fuel or other engine fluids; or the loss, theft, breakage or other inaccessibility of the vehicle key which disables "your covered auto" from being driven to the nearest qualified repair facility. "Mechanical breakdown" does not include the disablement of "your covered auto" due to "collision" or other than "collision" as defined in Part D Coverage for Damage to Your Auto.
- C. "Roadside service and assistance" means the following towing and labor and other roadside assistance:
  - Tire Changes. We will pay to replace a flat tire on "your covered auto" with the inflated spare tire located in "your covered auto". This coverage does not include the cost to replace or repair the damaged tire.
  - 2. Emergency Fluid Delivery. We will pay for the cost to deliver "emergency fluids" to the location of "your covered auto". "Emergency fluids" means engine fluids such as fuel, oil and water, which are necessary to get "your covered auto" to the nearest qualified repair facility. This coverage does not include the cost to purchase the "emergency fluids". However, we will pay for the cost of up to three gallons of gasoline or diesel fuel.
  - Dead Battery Jump-Start. We will pay to jump-start the dead battery of "your covered auto". This coverage does not include the cost to repair or replace the battery.
  - 4. Lockout Service. We will pay to unlock the door of "your covered auto" if the vehicle key is lost, stolen, broken or otherwise inaccessible. This coverage does not include the cost of replacement keys.

- 5. Minor Mechanical First Aid. We will pay for "minor mechanical first aid" for "your covered auto". "Minor mechanical first aid" means minor roadside repairs or adjustments such as repair of belts or hoses needed to restart "your covered auto". This coverage does not include the cost of materials.
- 6. Towing. We will pay to winch and tow "your covered auto" to any qualified repair facility within a ten mile radius of the vehicle's location, or to the nearest qualified repair facility if none is available within a ten mile radius.
- 7. Concierge Services. Through our Republic Roadside Service & Assistance toll-free number, we will assist the "insured" in arranging for alternate transportation, calling the "insured's" home or office, or arranging for other reasonable services to ease the inconvenience of the "mechanical breakdown". This coverage does not include the cost of the alternate transportation or other reasonable services.

#### **Exclusions**

We will not pay under this endorsement for:

- A. "Roadside service and assistance" along roads or in areas not regularly traveled by autos such as vacant lots, beaches, open fields, closed roads, or any other location hazardous or difficult for the "roadside assistance" provider to access.
- **B.** "Roadside service and assistance" along roads or in areas that restrict or ban access to the independent service provider.
- **C.** Towing and labor or other roadside assistance covered under another part of this policy.

## **Payment of Expenses**

We will pay, without application of a deductible, covered "roadside service and assistance" expenses as follows:

- A. Directly to the service provider if the "insured" hires a service provider referred through our Republic Roadside Service & Assistance tollfree number.
- **B.** Directly to the "insured" up to a maximum of \$75 per "mechanical breakdown" if:

RA 205 12 08 Page 1 of 2

- 1. The "insured" hires a service provider that is not referred through our Roadside Service & Assistance toll-free number; and
- 2. The "insured" mails the service provider's original invoice to our Republic Roadside Service & Assistance processing center.

We will not pay under both Provisions **A.** and **B.** for the same "mechanical breakdown".

RA 205 12 08 Page 2 of 2

# RoadMaster New Auto Replacement Coverage

This Endorsement Changes The Policy. Please Read It Carefully.

With respect to any "your covered auto" for which RoadMaster New Auto Replacement Coverage is shown in the Declarations, the following changes to your policy apply:

# Part D – Coverage for Damage to Your Auto

The following is added to the **Limit of Liability**:

In the event of a total loss to "your covered auto" with RoadMaster New Auto Replacement Coverage, our limit of liability will be the replacement cost of "your covered auto".

This coverage is provided without deduction for depreciation or deductible.

#### Conditions

- We reserve the right to replace "your covered" auto with a new auto of the same or similar make, model and equipment or to pay the dollar value replacement cost.
- 2. The replacement cost of "your covered auto" is the cost of a new auto at the time of loss with:
  - a. The same vehicle model year as the date of loss.
  - The same or similar make, model, and equipment as the auto we declare a total loss; and
  - c. An odometer reading of less than 150 miles.
- Replacement cost does not include the cost of any insurance and warranties.

#### **Exclusions**

This coverage applies only in the event of a total loss to "your covered auto" caused by collision and does not apply to:

- The cost of any parts, equipment, or furnishings not installed by the manufacturer or the manufacturer's dealership;
- 2. Any previously titled auto of which you are not the original owner:
- Any auto more than two years old, as calculated by subtracting the model year from the effective date of the current annual policy period;
- 4. Any auto you acquire during the policy period, including a replacement auto;
- 5. Any non-owned auto or auto used as a temporary substitute; or

## **Appraisal**

In Paragraph **A.**, the term "actual cash value" is deleted and replaced with "replacement cost".

All other provisions of this policy apply.

# ARKANSAS UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION (SUPPLEMENT TO THE APPLICATION)

Policy Number:	Policy Effective Date:
Company:	Producer:
Applicant/Named Insured:	

Arkansas law permits you to make certain decisions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage. This document briefly describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

## **Uninsured And Underinsured Motorists Coverages**

Bodily Injury Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Property Damage Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an automobile accident. Also included are damages due to property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified. In certain cases, a \$200 deductible may apply.

Bodily Injury Underinsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury caused by an automobile accident.

Unless rejected, your policy must include Bodily Injury Uninsured Motorists Coverage at limits not less than: split limits of \$25,000 for each person, subject to \$50,000 for each accident with respect to bodily injury. You may select optional higher limits up to the policy's bodily injury liability limit. If you purchase Bodily Injury Uninsured Motorists Coverage, then you may also select Property Damage Uninsured Motorists Coverage up to the policy's property damage liability limits or you may reject such coverage.

Unless rejected, Underinsured Motorists Coverage will be provided to you at the same limits as your Bodily Injury Uninsured Motorists Coverage. Underinsured Motorists Coverage is NOT available if you have rejected Bodily Injury Uninsured Motorists Coverage.

Please indicate your choice(s) from A. AND B. (if applicable).

# A. Selection Or Rejection Of Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage

Please indicate your choice(s) from 1., 2. OR 3. as follows:

# 1. Selection Of Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage

By completing this section, you are selecting BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item(s) in **a.** OR **b.** and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage and Property Damage Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials)	a.	I select Bodily Injury Uninsured Moto Motorists Coverage at limits equal to acknowledge that I have been offered limits up to the bodily injury liability I Coverage at limits up to the property increased limits of Bodily Injury Unin Uninsured Motorists Coverage that a Arkansas law.	the minimum limits required by Ark d Bodily Injury Uninsured Motorists limits and Uninsured Motorists Proper damage liability limits of my policy sured Motorists Coverage and Propers	cansas law. I Coverage at erty Damage . I reject any erty Damage
OR				
(Initials)	b.	I select Bodily Injury Uninsured Moto Coverage at the following limit(s): (Choose one Split Limits Bodily Injur		
(Initials)		from the following:) Split Limits Bodily Injury	(Initials)	Property Damage
	\$	50,000/100,000	<b>\$</b>	50,000
		100,000/300,000		100,000
		250,000/500,000		250,000
		500,000/1,000,000		300,000
				500,000
	-	(Other)		(Other)
		Signature Of Applicant/Named Insure	ed Dat	<b>e</b>

# 2. Rejection Of Property Damage Uninsured Motorists Coverage And Selection Of ONLY Bodily Injury Uninsured Motorists Coverage

By completing this section, you are rejecting Property Damage Uninsured Motorists Coverage and selecting ONLY Bodily Injury Uninsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item(s) in **a.** OR **b.** and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials)	a.	Arkansas law. I acknowledge ists Coverage at limits up t	overage at limits equal to the e that I have been offered Bo o the liability limits of my p sured Motorists Coverage th	e and select ONLY Bodily In- e minimum limits required by odily Injury Uninsured Motor- policy. I reject any increased nat are higher than the mini-
OR				
(Initials)	b.	I reject Property Damage Ur jury Uninsured Motorists Co		
		(Choose one Split Limits Boo	dily Injury option from the fo	llowing:)
(Initials)		Split Limits Bodily Injury		
	;	\$ 50,000/100,000		
		100,000/300,000		
		250,000/500,000		
		500,000/1,000,000		
	<u> </u>	(Other)		
_		Signature Of Applicant/Nan	ned Insured	Date
		Of BOTH Bodily Injury Uninsu Coverage	red Motorists Coverage AND	Property Damage Uninsured
		g and signing below, you are rejoin ninsured Motorists Coverage in		Motorists Coverage AND Property
(Init	tials)			
		I reject BOTH Bodily In Uninsured Motorists Co		overage AND Property Damage
		Signature Of Applicant/Nam	ned Insured	Date

# B. Selection Or Rejection Of Bodily Injury Underinsured Motorists Coverage

(Bodily Injury Underinsured Motorists Coverage is NOT available if you have rejected Bodily Injury Uninsured Motorists Coverage.)

If you have elected to purchase Bodily Injury Uninsured Motorists Coverage, you have the option to select Bodily Injury Underinsured Motorists Coverage at limits equal to your Bodily Injury Uninsured Motorists Coverage limits or reject the coverage in its entirety.

Please indicate a choice from either 1. or 2. by initialing next to the appropriate item and signing below.

1. Selection Of Bodily Injury Underinsured Motorists Coverage

(Initials)		
	I select Bodily Injury Underinsured Motorists Coverage Injury Uninsured Motorists Coverage limits.	ge at limits equal to my Bod
	Signature Of Applicant/Named Insured	Date
2. Rejection C	Of Bodily Injury Underinsured Motorists Coverage	
2. Rejection (	Of Bodily Injury Underinsured Motorists Coverage	
	Of Bodily Injury Underinsured Motorists Coverage  I reject Bodily Injury Underinsured Motorists Coverage	je.

## **Arkansas Personal Injury Protection Coverage Rejection Form**

I reject the following coverage(s) by my initials:

I understand and acknowledge that Personal Injury Protection Insurance has been offered to me. The coverages and limits I have selected are indicated in the Application. If I have rejected any of these coverages, my rejection is so indicated below.

	I reject the \$5,000 statutory limit for Medical Payments Coverage and select the \$10,000 lim for Medical Payments Coverage.
II (Initials)	I reject Medical Payments Coverage.
II (Initials)	I reject Work Loss Coverage.
II (Initials)	I reject Accidental Death Benefits.
	at the coverage selection(s) indicated here will apply to all future policy renewals, , and changes unless I notify you otherwise in writing.
	I II  oplicant/Named Insured Date

Agency and Mailing Address XXXXXXXXXXXX State/Agent XX XXXX Arkansas Personal Auto Policy Named Insured and Mailing Address Insuring Company 5525 LBJ FREEWAY DALLAS, TEXAS 75240 (800) 344-2275 Policy Number XXX XXXXXXX XX Policy Period Effective **Expires** Effective date of change 12:01 AM Standard Time at XXXXXXXXX XXXXXXXX XXXXXXXXX the address of the named insured as stated herein Special Messages Description Veh. # YR Make/Model Identification Number List Price Terr Rating Class Symbol of Vehicle or Cost New XX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX **XXXXXXX** XXX XXXXXXXX X XX XXXXXXXXXXXXXXX XXXXXX XX XXX XX XXXXXX X XX XXXXXX X XXXXXXXXXXXXXXX XXXXXXX XX XXX XX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXX XX XXX XX XXXXXX X XXXXXX Coverages Coverage is provided where a premium and a limit of liability is shown for the coverage. & Premiums Coverages Limits **Premiums** Each Person Each Accident XXXXX **XXXXX** XXXXX XXXXX Liability Coverage **Bodily Injury Liability** XXXXXXXXX XXXXXXXX XXXXXX XXXXXXX XXXXXXX XXXXXX XXXXXXX XXXXXXX Property Damage Liability XXXXXXXXX Personal Injury Protection Coverage XXXXXX XXXXXXX XXXXXXX See form for coverage information. Uninsured Motorist Coverage Bodily Injury Liability XXXXXXXXX XXXXXXXX XXXXXX XXXXXX XXXXXX **Property Damage Liability** XXXXXXXX XXXXXX XXXXXXX XXXXXXX Less \$200 Deductible Underinsured Motorist Coverage **Bodily Injury Liability** XXXXXXXX XXXXXXXXX XXXXXX XXXXXX XXXXXX XXXXX XXXXX XXXXX XXXXX Other Than Collision Actual Cash Value XXXXXXX XXXXXXXX XXXXXXXX Less Deductible **XXXXXX** XXXXXX XXXXXX XXXXXX XXXXXXX XXXXXX XXXXXX Collision XXXXXXX XXXXXXX Actual Cash Value XXXXXXX XXXXXX Less Deductible XXXXXX XXXXXX XXXXXX XXXXXX XXXXXXX XXXXXX XXXXXXX Roadside Service & **XXXXXX** XXXXXX XXXXXX XXXXXX XXXXXXX XXXXXX XXXXXXX Assistance Rental Reimbursement (Per Day/ Maximum)

Additional Endorsements XXXXXXXX TOTAL POLICY PREMIUM XXXXXXXX

XXXXXX

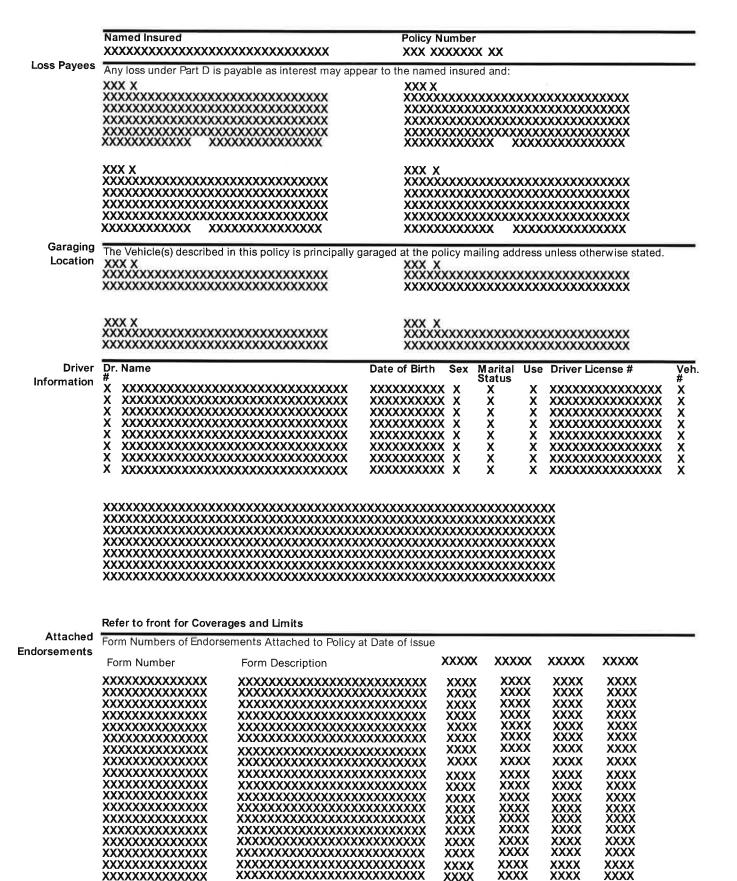
Issue Date
XXXXXXXXXX

AR-ALPS-IA1-DEC (01/09)

Sub Total Premium per Vehicle

PAGE 1 V.0001

XXXXXX XXXXXX XXXXXX



issue Date
XXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXX

State/ Branch/ Agent
XX XX XXXX

XXXX

XXXX

XXXX

XXXX

	Named Insured	Policy Number				
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXX XXXXXXX XX				
dits &			XXXXX	XXXXX	XXXXX	XXXXX
arges	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	Х	Х	Х	X
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	Х	Х	Х	Х
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	Х	Χ	X	X
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	Х	Х	X	Х
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	Х	Х	Х	Х
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	Х	Х	X	Х
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	X	Х	X	Х
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	Х	Х	X	X
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	Х	X	Х	Х
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	Х	Х	Х	X
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	Х	X	X	Х
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	X	X	X	X
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	X	Х	Х	X
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX	X	Х	Х	X
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX	X	Х	Х	X
	Premium Saved		\$XXXX	\$XXXX	\$XXXX	\$XXXX

#### Notice

Your policy includes the following notices for Personal Automobile Insurance:

"Important Notice About The Protection of Your Privacy"

### **Arkansas Auto Insurance**

#### **Identification Card**



Name of Insurance Company

> 5525 LBJ Freeway Dallas, Texas 75240

NAIC Number 800-344-3375

XXXXX

Year Vehicle Make/ Model Name and Address of Agent XX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX XX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXX XX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXX Policy Number Effective Date **Expiration Date** 

XXX XXXXXXX XX XXXXXXXXX XXXXXXXX

An insurer authorized to transact business in Arkansas has issued the Motor Vehicle Policy identified hereon. The coverage that is provided by this policy meets the minimum liability insurance limits prescribed by law.

Examine policy exclusions carefully. This form does not constitute any part of your insurance policy. See "Important Notice" on reverse side.

This card must be carried in the vehicle at all times as evidence of liability insurance. AR-ALPS-A-IDFRONT-(01/09)

## **Arkansas Auto Insurance**

#### **Identification Card**



> 5525 LBJ Freeway Dallas, Texas 75240

NAIC Number 800-344-2275

XXXXX

		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Name and Address of Ager	nt	Year	Vehicle Make/ Model	VIN
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXX	XX XX XX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		XX XX XX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX		XX XX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Policy Number	Effective Date		Expiration Date	
XXX XXXXXXX XX	XXXXXXXXX		XXXXXXXXX	

An insurer authorized to transact business in Arkansas has issued the Motor Vehicle Policy identified hereon. The coverage that is provided by this policy meets the minimum liability insurance limits prescribed by law.

Examine policy exclusions carefully. This form does not constitute any part of your insurance policy. See "Important Notice" on reverse side.

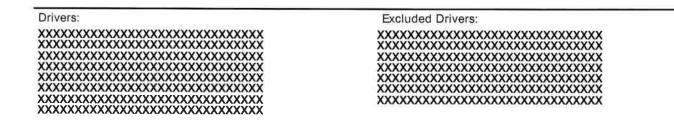


In Case of Accident: Report all accidents to your Agent/ Company as soon as possible. Obtain the following information:

- 1. Name and address of each driver, passenger and witness.
- 2. Name of Insurance Company and policy number of each vehicle involved.

This card should be kept in the insured vehicle at all times and presented on the demand of a law enforcement officer. In case of collision, this card should be shown upon request of any person affected by the collision.

A R-ALPS-A-IDBACK-01/09



In Case of Accident: Report all accidents to your Agent/ Company as soon as possible. Obtain the following information:

- 1. Name and address of each driver, passenger and witness.
- 2. Name of Insurance Company and policy number of each vehicle involved.

This card should be kept in the insured vehicle at all times and presented on the demand of a law enforcement officer. In case of collision, this card should be shown upon request of any person affected by the collision.

SERFF Tracking Number: TRGR-125723674 State: Arkansas

Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: TRGR-125723674 State: Arkansas

Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

## **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Uniform Transmittal Document- Approved 11/20/2008

Property & Casualty

**Comments:** 

**Attachments:** 

AR Trans2.pdf AR Trans3.pdf

AR Trans.pdf

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			[ ] New [ ] Replacement [ ] Withdrawn		
02			[ ] New [ ] Replacement [ ] Withdrawn		
03			[ ] New [ ] Replacement [ ] Withdrawn		
04			[ ] New [ ] Replacement [ ] Withdrawn		
05			[ ] New [ ] Replacement [ ] Withdrawn		
06			[ ] New [ ] Replacement [ ] Withdrawn		
07			[ ] New [ ] Replacement [ ] Withdrawn		
08			[ ] New [ ] Replacement [ ] Withdrawn		
09			[ ] New [ ] Replacement [ ] Withdrawn		
10			[]New []Replacement []Withdrawn		

PC FFS-1

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			[ ] New [ ] Replacement [ ] Withdrawn		
02			[ ] New [ ] Replacement [ ] Withdrawn		
03			[ ] New [ ] Replacement [ ] Withdrawn		
04			[ ] New [ ] Replacement [ ] Withdrawn		
05			[ ] New [ ] Replacement [ ] Withdrawn		
06			[ ] New [ ] Replacement [ ] Withdrawn		
07			[ ] New [ ] Replacement [ ] Withdrawn		
08			[ ] New [ ] Replacement [ ] Withdrawn		
09			[ ] New [ ] Replacement [ ] Withdrawn		
10			[]New []Replacement []Withdrawn		

PC FFS-1

## **Property & Casualty Transmittal Document**

1.	Reserved for Insurance	2. In:	surance De	partment l	Jse only		
	<b>1</b>		Date the filing is received:				
		b. Ana	alyst:				
		c. Dis	sposition:				
		d. Dat	te of disposition of the filing:				
		I -	ective date				
			New Bus	siness			
		f. Sta		Business			
		te Filing #:					
	g. SE			<b>#</b> :			
		h. Sul	oject Codes				
3.	Group Name	•		*		Group NAIC #	
J.	Oroup Hame					Group NAIC #	
4.	Company Name(s)		Domicile	NAIC #	FEIN#	State #	
→.	1 7(-)						
-							
-							
-							
5.	Company Tracking Number						
Con	tact Info of Filer(s) or Corporate			I-free numbe	•		
		Officer(s) Title		l-free numbe	er] FAX#	e-mail	
Con	tact Info of Filer(s) or Corporate				•	e-mail	
Con	tact Info of Filer(s) or Corporate				•	e-mail	
Con	tact Info of Filer(s) or Corporate				•	e-mail	
Con	tact Info of Filer(s) or Corporate				•	e-mail	
Con 6.	tact Info of Filer(s) or Corporate Name and address	Title			•	e-mail	
7. 8.	tact Info of Filer(s) or Corporate Name and address  Signature of authorized filer	<b>Title</b> ed filer	Teler	ohone #s	FAX#	e-mail	
7. 8. Filin	Signature of authorized filer Please print name of authorized in information (see General I	Title ed filer nstruction	Teler	ohone #s	FAX#	e-mail	
7. 8. Filin 9.	Signature of authorized filer Please print name of authorized filer Type of Insurance (TOI) Sub-Type of Insurance (Sub	Title ed filer nstruction	Teler	ohone #s	FAX#	e-mail	
7. 8. Filin	Signature of authorized filer Please print name of authorized Interpretation (see General Interpretation) Sub-Type of Insurance (Sub-State Specific Product code	Title  ed filer  nstruction  o-TOI) (s)(if	s for descrip	ohone #s	FAX#	e-mail	
7. 8. Filin 9.	Signature of authorized filer Please print name of authorized filer Type of Insurance (TOI) Sub-Type of Insurance (Sub	ed filer nstruction o-TOI) (s)(if quirements)	s for descrip	ohone #s	FAX#	e-mail	
7. 8. Fillin 9.	Signature of authorized filer Please print name of authorized Interpretation (see General Interpretation) Sub-Type of Insurance (Substate Specific Product code applicable)[See State Specific Recognition of the content of the conten	ed filer nstruction o-TOI) (s)(if quirements)	s for descrip	otions of the	ese fields)	cates/Rules	
7. 8. Filin 9. 10. 11.	Signature of authorized filer Please print name of authorized In the second of the sec	ed filer nstruction o-TOI) (s)(if quirements)	s for descrip	otions of the	FAX # ese fields)  [ ] Rules [ ] Roination Rates/Ri	tates/Rules ules/Forms	
7. 8. Filin 9. 10. 11.	Signature of authorized filer Please print name of authorized In the second of the sec	ed filer nstruction o-TOI) (s)(if quirements)	s for descrip	otions of the	ese fields)	tates/Rules ules/Forms	
7. 8. Filin 9. 10. 11.	Signature of authorized filer Please print name of authorized In the second of the sec	ed filer nstruction  o-TOI) (s)(if juirements] keting title)	s for descrip	otions of the	FAX # ese fields)  [ ] Rules [ ] Roination Rates/Ri	Rates/Rules ules/Forms ription)	
7. 8. Filii 9. 10. 11.	Signature of authorized filer Please print name of authorized In the second of the sec	ed filer nstruction o-TOI) (s)(if juirements] keting title)	s for descrip	otions of the	ese fields)  [ ] Rules [ ] Roination Rates/Rother (give description)	Rates/Rules ules/Forms ription)	
7. 8. Filii 9. 10. 11. 12. 13.	Signature of authorized filer Please print name of authorized In the second of the sec	ed filer nstruction o-TOI) (s)(if juirements] keting title)	s for descrip	otions of the	ese fields)  [ ] Rules [ ] Roination Rates/Rother (give description)	Rates/Rules ules/Forms ription)	
7. 8. Filii 9. 10. 11. 12. 13.	Signature of authorized filer Please print name of authorized general I Type of Insurance (TOI) Sub-Type of Insurance (Substate Specific Product code applicable)[See State Specific Region Title (Mar Filing Type  Effective Date(s) Requested Reference Filing? Reference Organization (if a Reference Organization # &	ed filer nstruction o-TOI) (s)(if juirements] keting title)	s for descrip	otions of the	ese fields)  [ ] Rules [ ] Roination Rates/Rother (give description)	Rates/Rules ules/Forms ription)	
7. 8. Filii 9. 10. 11. 12. 13.	Signature of authorized filer Please print name of authorized In the second of the sec	ed filer nstruction o-TOI) (s)(if juirements] keting title)	s for descrip	ohone #s  otions of the  oss Cost s [ ] Comb	FAX # ese fields)  [ ] Rules [ ] Reination Rates/Rether (give description of the content of the	Rates/Rules ules/Forms ription)	

## **Property & Casualty Transmittal Document—**

20.	This filing transmittal is part of Company Tracking #
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
	Filing Fees (Filer must provide check # and fee amount if applicable)
22.	[If a state requires you to show how you calculated your filing fees, place that calculation below]
	heck #:
ıA	mount:
	r to each state's checklist for additional state specific requirements or instructions on
calc	ulating fees.
***R	Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies
	uired, other state specific forms, etc.)
PC <sup>-</sup>	TD-1 pg 2 of 2

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			[ ] New [ ] Replacement [ ] Withdrawn		
02			[ ] New [ ] Replacement [ ] Withdrawn		
03			[ ] New [ ] Replacement [ ] Withdrawn		
04			[ ] New [ ] Replacement [ ] Withdrawn		
05			[ ] New [ ] Replacement [ ] Withdrawn		
06			[ ] New [ ] Replacement [ ] Withdrawn		
07			[ ] New [ ] Replacement [ ] Withdrawn		
08			[ ] New [ ] Replacement [ ] Withdrawn		
09			[ ] New [ ] Replacement [ ] Withdrawn		
10			[]New []Replacement []Withdrawn		

PC FFS-1

## **RATE/RULE FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

	(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)								
1.	1. This filing transmittal is part of Company Tracking #								
2.	2. This filing corresponds to form filing number (Company tracking number of form filing, if applicable)								
	□ Rate Increase □ Rate Decrease □ Rate Neutral (0%)								
3.	3. Filing Method (Prior Approval, File & Use, Flex Band, etc.)								
4a.					y Company (		1)		
	npany	Overall %	Overall	Written	# of	Written	Maxim	um	Minimum
	ame	Indicated	% Rate	premium	policyholde	rs premium	%		% Change
	Change Impact change affected for this Change (where								
		(when	-	for this	for this	program			required)
		applicable)		program	program		requir	ed)	. ,
4b.					ny (As Accep				
	npany	Overall %	Overall	Written	# of	Written	Maxim		Minimum
Na	ame	Indicated	% Rate	premium	policyholde				% Change
		Change	Impact	change	affected	for this	Chan	ge	
		(when		for this	for this	program			
		applicable)		program	program				
		5. Overall l	Rate Inform	ation (Com	plete for Mult	tiple Compan	y Filings	only	<u>'</u> )
						COMPANY	USE		STATE USE
5a	Overal applica	l percentage i able)	rate indicati	ion (when					
5b	Overal	l percentage i	rate impact	for this filir	ng				
5c		of Rate Filing	<ul><li>Written p</li></ul>	remium ch	ange for				
	this pr								
5d	affecte	of Rate Filing d	– Number o	of policyno	iders				
6.	Overal	l percentage (	of last rate	revision					
7.		ve Date of las							
		Method of Las							
8.	(Prior	Approval, File	e & Use, Fle	ex Band, etc	c.)				
	D ! "	D "0							
9.	for Rev	or Page # Su∣ ⁄iew	bmitted		ement drawn?				state nber,
							if re	quire	d by state
0.4				[]New	acement				
01				[ ] With					
-				[]New []Repl	acement				
02				[ ] With					
				[]New					
03	Replacement  [ ] Withdrawn								

SERFF Tracking Number: TRGR-125723674 State: Arkansas

Filing Company: Republic Underwriters Insurance Company State Tracking Number: #7794342 \$50

Company Tracking Number: 08-159

TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: RoadMaster Personal Auto Program

Project Name/Number: Initial Form and Endorsement Filing/08-159

## **Superseded Attachments**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:

Schedule

Document Name

Replaced Date

Attach

Document

No original date

Form

ARKANSAS UNINSURED

MOTORISTS COVERAGE AND

UNDERINSURED MOTORISTS

COVERAGE

SELECTION/REJECTION

# ARKANSAS UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION (SUPPLEMENT TO THE APPLICATION)

Policy Number:	Policy Effective Date:
Company:	Producer:
Applicant/Named Insured:	

Arkansas law permits you to make certain decisions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage. This document briefly describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

#### **Uninsured And Underinsured Motorists Coverages**

Bodily Injury Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Property Damage Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an automobile accident. Also included are damages due to property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified. In certain cases, a \$200 deductible may apply.

Bodily Injury Underinsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury caused by an automobile accident.

Unless rejected, your policy must include Bodily Injury Uninsured Motorists Coverage at limits not less than: split limits of \$25,000 for each person, subject to \$50,000 for each accident with respect to bodily injury. You may select optional higher limits up to the policy's bodily injury liability limit. If you purchase Bodily Injury Uninsured Motorists Coverage, then you may also select Property Damage Uninsured Motorists Coverage up to the policy's property damage liability limits or you may reject such coverage.

Unless rejected, Underinsured Motorists Coverage will be provided to you at the same limits as your Bodily Injury Uninsured Motorists Coverage. Underinsured Motorists Coverage is NOT available if you have rejected Bodily Injury Uninsured Motorists Coverage.

Please indicate your choice(s) from A. AND B. (if applicable).

## A. Selection Or Rejection Of Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage

Please indicate your choice(s) from 1., 2. OR 3. as follows:

## 1. Selection Of Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage

By completing this section, you are selecting BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item(s) in **a.** OR **b.** and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage and Property Damage Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials)	a.	Motorists Coverage at limits equal to acknowledge that I have been offered and Uninsured Motorists Property Daliability limits and the property dam limits of Bodily Injury Uninsured Momum limits required by Arkansas law.	the minimum limits required by ed Bodily Injury Uninsured Mot amage Coverage at limits up to age limits of my policy. I reject atorists Coverage that are highe	/ Ark torist the k	tansas law. I ts Coverage bodily injury by increased
OR					
(Initials)	b.	I select Bodily Injury Uninsured Moto Coverage at the following limit(s):	rists And Property Damage Unir	nsure	ed Motorists
		(Choose one Split Limits Bodily Injur from the following:)	y option AND one Property Dan	nage	limit option
(Initials)		Split Limits Bodily Injury	(Initials)		Property Damage
	\$	50,000/100,000		\$	50,000
		100,000/300,000			100,000
		250,000/500,000			250,000
		500,000/1,000,000			300,000
					500,000
	-	(Other)		_	(Other)
		Signature Of Applicant/Named Insure	 ∍d	Date	e

## 2. Rejection Of Property Damage Uninsured Motorists Coverage And Selection Of ONLY Bodily Injury Uninsured Motorists Coverage

By completing this section, you are rejecting Property Damage Uninsured Motorists Coverage and selecting ONLY Bodily Injury Uninsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item(s) in **a.** OR **b.** and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials)	a.	Arkansas law. I acknowledge ists Coverage at limits up t	overage at limits equal to the e that I have been offered Bo o the liability limits of my p sured Motorists Coverage th	e and select ONLY Bodily In- e minimum limits required by odily Injury Uninsured Motor- policy. I reject any increased nat are higher than the mini-
OR				
(Initials)	b.	I reject Property Damage Ur jury Uninsured Motorists Co		
		(Choose one Split Limits Boo	dily Injury option from the fo	llowing:)
(Initials)		Split Limits Bodily Injury		
	;	\$ 50,000/100,000		
		100,000/300,000		
		250,000/500,000		
		500,000/1,000,000		
	<u> </u>	(Other)		
_		Signature Of Applicant/Nan	ned Insured	Date
		Of BOTH Bodily Injury Uninsu Coverage	red Motorists Coverage AND	Property Damage Uninsured
		g and signing below, you are rejoin ninsured Motorists Coverage in		Motorists Coverage AND Property
(Init	tials)			
		I reject BOTH Bodily In Uninsured Motorists Co		overage AND Property Damage
		Signature Of Applicant/Nam	ned Insured	Date

#### B. Selection Or Rejection Of Bodily Injury Underinsured Motorists Coverage

(Bodily Injury Underinsured Motorists Coverage is NOT available if you have rejected Bodily Injury Uninsured Motorists Coverage.)

If you have elected to purchase Bodily Injury Uninsured Motorists Coverage, you have the option to select Bodily Injury Underinsured Motorists Coverage at limits equal to your Bodily Injury Uninsured Motorists Coverage limits or reject the coverage in its entirety.

Please indicate a choice from either 1. or 2. by initialing next to the appropriate item and signing below.

1. Selection Of Bodily Injury Underinsured Motorists Coverage

(Initials)		
	I select Bodily Injury Underinsured Motorists Coverage Injury Uninsured Motorists Coverage limits.	ge at limits equal to my Bod
	Signature Of Applicant/Named Insured	Date
2. Rejection C	Of Bodily Injury Underinsured Motorists Coverage	
2. Rejection (	Of Bodily Injury Underinsured Motorists Coverage	
	Of Bodily Injury Underinsured Motorists Coverage  I reject Bodily Injury Underinsured Motorists Coverage	je.